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MARRIAGES.

On March 10th, at Shanghai, WILLIAM ROBERTSON TOWNSEND, R.E., A.M.I.C.E., Tientsin, to MARY GRACE DONOVAN.

On March 25th, at Saint Leonard's Stratham, by the Reverend Tildis, Rector of Wigan, H. F. CARMICHAEL of Chan and Hongkong, to Muriel GREENFIELD, daughter of Thomas Greenfield of Berkeley, Gloucestershire.

DEATHS.

On February 3rd, 1908, at Pyrmont, Germany, Mrs. ELISABETH VON PUSTAU, formerly of China, aged 20 years.

At Bonheur, 58 Peel Street, at 10 p.m. on the 20th March, 1908, Filomeno Maria do Graa.

On March 17th, at Manila, CHARLES MCKENZIE, late Chief Engineer China Navigation Co.'s steamer *Kwangse*.

On March 18th, at Shanghai, ARTHUR SHEWAN, aged 54 years.

Hongkong Weekly Press.

HONGKONG OFFICE: 10A, DES VŒUX ROAD C. LONDON OFFICE: 131, FLEET STREET, E.C.

ARRIVAL OF MAIIS.

The German Mail of February 25th arrived, per the s.s. *Prinz Regent Luitpold*, on Wednesday, the 25th instant; and the French Mail of February 28th arrived, per the s.s. *Armand Bebic*, to-day.

FAR EASTERN NEWS.

The Hongkong and Shanghai Bank has just put into circulation at Peking a series of banknotes of a new pattern and very artistically executed.

An Order made by the Governor-in-Council under Sub-section 2 of Section 8 of the Rating Ordinance, 1901, (Ordinance No. 6 of 1901), on the 23rd of March, directs that the existing valuation of the Colony shall be adopted as the valuation for the year commencing 1st July, 1908.

The Hongkong and Whampoa Dock Company launched a few days ago a steel launch "Egbert" for the Philippine Government. The vessel had a successful speed trial on Saturday. The same night the second launch built to the order of the same owners took the water.

Regulations have been made by His Excellency the Governor under section 12 of the Post Office Ordinance, 1901, (Ordinance No. 6 of 1901), on the 21st of March, as under:—1. The importation into Hongkong through the Post Office of any seditious publication within the meaning of section 2 of the Seditious Publications Ordinance, 1907, (Ordinance No. 15 of 1907), is hereafter prohibited. 2. The Postmaster General may seize all such seditious publications and cause the same to be returned to the post office at which they were mailed.

At the Magistracy on March 28th, before Mr. F. A. Hazeland William James Hobbs, accountant was charged on remand that on March 25th, last at Victoria, Hongkong, and on divers other dates since that day, he did embezzle sums amounting to \$1,35, received by him for his employers Messrs. Butterfield and Swire. Mr. R. F. C. Master, of Messrs. Johnson, Stokes and Master appeared to prosecute, and Mr. Morrell of Messrs. Goldring, Barlow and Morrell, appeared for the defence. Another remand was granted, defendant being unable to appear. As we go to press we learn that the defendant died at the Civil Hospital at 10.30 p.m.

A typical story of Chinese revenge was told at the Magistracy on March 20. Two men named Leung Chin and Sau Yik went to the Opium Farm on Tuesday and informed an excise officer that several taels of illicit opium were hidden on the second floor at 316 Queen's Road Central. As the officer was taking down the report Sau Yik turned to his companion and in the Fokien dialect asked "Have you put the opium in?" Leung C in answered in the affirmative, adding that he had placed the opium in a tea caddy. They were, of course, unaware of the fact that the officer had a knowledge of the Fokien dialect and that their scheme for revenge had thus been disclosed. However, the officer gave no sign that he knew of their deception and told the men that the warrant would be applied for and the house searched on the 19th instant. An officer went to the house indicated and informed the occupant that there was a suspicion that opium had been placed in his house. A search was made and the opium was found in the tea caddy. Leung Chin went to the Opium Farm to make inquiries about the warrant and was detained and taken to the Police Station, and a day later his companion was arrested. Both defendants, who had quarrelled with the man against whom they laid the false information, were remanded.

A statement showing the total receipts and expenditure of the Colony during 1907 is published in the *Gazette*. The receipts amount to \$1,502,280, or \$154,255 more than estimated, and the expenditure to \$1,757,203, or \$674,436 less than estimated. The Sanitary Department shows the greatest saving, the expenditure being \$66,257 less than estimated. Then comes the charge on account of public debt with \$42,501 less, the Post Office with \$52,365 less, the Public Works' Department with \$11,488 less, the Police and Prison Departments with \$36,728 less and Pensions with \$11,121 less.

We learn from two separate sources, which agree on the main facts, that a strongly supported society called the "Self government Association" has been stirring up the Cantonese to rebel against the decision in the "Tatsu Maru" case. The populace was enraged. Many bitterly vituperative speeches were made, also threats to boycott Japanese goods, and utterances that at Peking would be regarded as openly rebellious. The audience of "several thousand" was moved to tears. A memorial was written on white calico and signed by thousands of people, and carried in procession to the Vicinity, whom the mob insisted on interviewing. His Excellency came into the reception hall to speak to the leaders who desired him to ask the Wai-wu-pu to reconsider their decision. His Excellency is reported to have said that that decision was illegal, and that he had already risked his position property, and life by repeated protests to the Wai-wu-pu. He had requested to be allowed to do with the matter. The Wai-wu-pu disregarded him, ignored the regulations, and had allowed foreigners to ill treat and insult China. He was so sad and angry about it that he fell sick. He would make this deputation's wishes known to Peking, and meanwhile he begged it to counsel and persuade the people to be quiet, and not to make any disorder, or to "strike." The interview lasted nearly an hour.

HON. MR BREWIN HONOURED.

The Hon. Mr. A. W. Brewin, Registrar General, who is leaving for home shortly, was entertained by Chinese friends on March 24th to a banquet at the Hung Fa Lau Chinese Hotel. There was a large company, numbering close upon 100, and among those present were Mr. H. H. J. Gompertz, Dr. W. W. Pearse, Mr. E. D. G. Wolfe, Mr. C. A. D. Melbourne, Mr. R. O. Hutchinson, the Hon. Dr. Ho Kai, the Hon. Mr. Wai Yuk, Messrs. Fung Wa Chun, Lau Cha Pak, Ho Fook, Ho Kom Tong, Leung Pui Chi, Sin Tak Fan, Wong Kam Fuk, Ng Hon Chi, Choa Leep Chee, Chau Sia-ki, Lau Yam-chuen, S. W. Tso, Dr. Wan Tim-mo, Dr. Kuan Sham-yin, Messrs. Ng Li-hing, Yung Hin-pung, Yung Kin-pung, Tam Hok-po, Chan Lok-chuen, She Po sham, She Fat-tsoi, Ng Sau-king, Chan Cheuk-hing, Wong Shui-tong, Cheung Cheung-oh, Heng Chi-leung Chu Sik-yu, Tse Yam-chi, Hu Shun-chen, Leung Kin-on, Chan Chan-chuen, Ku Fai-shan, Poon Yan-chuen and Li Yau-chuen.

The Hon. Dr. Ho Kai presided, and the health of the Hon. Mr. Brewin was proposed in complimentary terms by Mr. Fung Wa Chun. Mr. Brewin in response said that during the twenty years he had been in the colony his friendship with the Chinese had grown from year to year.

A CANTONESE PROTEST.

(Daily Press, March 21st.)

The Cantonese, if not the most fervently patriotic people China can claim, may perhaps be admitted to be the most bellicose members of that Empire's enormous and diverse community. If ever there is to be anything in the nature of a Chinese equivalent of "massicking," it will be in Kwangtung, and particularly in the Canton district, that we must expect to find it. On many occasions Canton has offered the spectacle of a flag-waving mob of excited chauvinists, and we learn that the chauvinists have been at it again, since China yielded to Japan's demands in connection with the captured steamer, "Tatsu-Maru II." We use the less respectful word for such patriotism as the Cantonese are just now displaying, because after all the tone they adopt towards their own constituted authorities cannot be said to be consistent with the real thing. It is perhaps the secret of China's weakness that there is not anywhere any of the real, hall-marked kind of patriotism, which makes men pull together, with no one for the Party, but all men for the State. In China it seems to be the rule that the noisiest patriots are always for the Province, and seldom for the State. Peking has more than once had to snub the patriophobes of Canton and to remind them that the seat of Government is Peking rather than the Southern City of Rams. There was, for example, the agitation over the patrolling by foreign war craft of the West River and Canton Delta. That arrangement was intolerable to the Cantonese, though it seemed desirable enough to the Central Government, and now we find Canton in an uproar because the Chinese Government has not defied Japan and dared her to do her worst in the "Tatsu-Maru" case. We learn that the announcement of the release of that vessel put the city of Canton into a state of the most intense excitement. The superlatives are probably none too strong, for when the Cantonese start a-massicking they generally do it well. There is a society there called (as nearly as our translator can help us) the Self-government Association, and to judge by their on-goings in the last few days, the last thing its members can manage is to govern themselves. Not only have they gone into a fine frenzy themselves, but they have done their utmost to stir up anti-Japanese, and incidentally, anti-Manchu feelings amongst the masses of Canton. They denounce the ministers of the Waiwupu as traitors, and accuse them of selling China to the foreigners, whom they weakly hope to placate. All foreigners are devils, and the Japanese are the worst kind. Yet the Foreign Office at Peking has ruined the Empire and brought disgrace to every patriotic Chinaman. The Self-government Association has got a lot of circulars printed to that and similar effect, urging the people to stand firm, not to submit to such treachery, but to unite to wipe out the disgrace put upon them by truckling to the foreigner. In addition to that, they sent a telegram to the traitorous Waiwupu, signed by "over ten thousand people" (We do not guarantee the figures, for even when not excited, a Cantonese idea of a big number is somewhat vague.) That telegram pointed out how unfair the Japanese demands were, and how to grant them was to bury China under an intolerable load of contempt. Such ignominy could not be tolerated—certainly not by the patriots of Canton. Not only the Chinese Government was disgraced, but also the whole nation, and at this end of the Empire they must know the people and merchants

would rather die than endure it. They would never submit. Let the Waiwupu note this. On Wednesday afternoon, the leading merchants and "several thousand" others connected with the Self-government Association marched to the yamen of the Viceroy. They carried white flags (a sign of mourning) which bore characters signifying unutterable disgrace and shame, and they presented a petition signed by "over fifteen thousand people" of various classes and guilds. In this the Viceroy was informed that the temper of all Canton was now aroused—a piece of information that must have seemed superfluous to the alarmed official—and that if he did not prevail upon the Waiwupu to cancel the decision to surrender the vessel to Japan, the people were ready to carry their protest to extremes, calamity would fall upon the Government, whose power would henceforward be snubbed at by them all, and (rather by way of an anti-climax this) there would be a general strike. Mark how how strong is the long arm of government in China. Instead of sternly holding the mob disperse, and respect the imperial commands, the Viceroy "showed them a sorrowful countenance." Possibly nervous about his personal safety in such a passionate crowd, and really we can hardly blame him, His Excellency replied that personally he would rather lose his position, even his life, than submit to such disgrace. But what could he do? As he knew, he had already protested to Peking against any policy of surrender. He did not see what more he could do. After about an hour of this sort of mutual condolence, the Viceroy must have been secretly relieved to see the mob move off, as our informant writes, "with tearful eyes and angry shouts, all preferring to die, rather than submit to such a disgraceful decision." In a week or two, we hope and have little doubt, they will be able to swallow their rice without so many choking sobs, and they will probably be less set on dying. It illustrates the difficulty that Peking continually finds itself in, with so much and foes within. The formula "tremble and obey" may mean more in the environment of the capital than it does at Canton. It certainly does not seem to have much influence here, from the Viceroy downwards to the smallest merchant.

WHAT ARE GREAT POWERS?

(Daily Press, March 23rd.)

We all admit at times that it would be edifying to see ourselves as others see us—but it may be doubted if we can often manage really to do so. It may be pointed out that Burns, who gave us the hint spoke of it as a remote contingency. He spoke of it as a capacity we could not claim, a gift not yet bestowed. If we could only manage to get that point of view, we would be propheted, be freed from many a blunder and many a foolish notion. Probably the nearest most of us ever get to it is to see ourselves as we think others see us, and the result of that are varied and less certain. We may distract the chest and twirl a moustache by that more often than we bite the lip and blush heatedly while viewing to the tune of Poe's raven. Still, it is always safe to flirt with mortification, on the chance of exposing repartee; so we shall dwell remorselessly on the views of the Chinese Minister in Holland, whose delightful report of the last Hague Conference has just appeared in our columns. This Chinese observer duly notices the fact that while all the nations represented at the Hague were in theory equal, there was

in practice a distinction of great and small Powers. Eight were labelled great, and thirty-seven, by implication at least, were categorised as small. Says this clear-sighted gentleman of China, "the Great Powers naturally availed themselves of their power to benefit themselves by coercing others on the pretext of law. When they wished to carry some proposal they tried to sway the assembly by an oratorical appeal to each other, and when they wished to defeat a proposal they secretly exercised methods of obstruction to promote disagreement." In witness whereof he cites the representatives of Brazil and of the Argentine, "both of whom displayed great knowledge of law," as protesting against this conference of Peace being turned into a provoker of War. Possibly they exaggerated a little to enforce their protest, but, the Chinese Minister indicates, the first Conference was in fact followed by the South African and the Russo-Japanese wars, while the second coincided with the difficulties in Korea and Morocco. He concludes, though not only from those premises, that the removal of the calamity of war is not an attainable prospect. A leading London paper, commenting on the memorial, paternizingly remarks, "However we may regret the communication of such a view to the Chinese Government, it does not require a very large endowment of imagination to enable us to see that it is not at all an unnatural deduction to be drawn by an Oriental, unversed in the conventionalities of the West, from the spectacle of Great Powers coercing small ones even in a Peace Conference." This is enough to make a cat laugh, as the saying is. "Not at all an unnatural deduction" for "an Oriental, unversed in the conventionalities of the West." What a handsome admission! Or what a foolish nation, as Burns might have phrased it. The deduction was not only a natural one; it seems to us the only possible one for any intellect not wholly smothered in "the conventionalities of the West." The Chinese Minister is perhaps not so unversed as he is painted, though it is possible he uses a word other than "conventionalities" for the thing that prevents us from seeing ourselves as others see us. Many of us Westerners who are versed have already anticipated this Chinese exposure of the futility of the Peace Conference, and we would not have thought the Chinese critic unduly severe if he had spoken of the hypocrisy of the professions of those who have come back to see "the calamity of war" removed. By the men like Mr. Stark happen to appear in the right when they advocate the maintenance of Britain's naval superiority, we need not shut our eyes to the fact that their belated consciousness polités betray how much their previous peace protestations were worth. Whatever we Westerners pretend on Sundays, we cannot deny that on those hot six days we act as if might were right; and we see no prospect of our ever acting otherwise. Some of us prefer to be honest about it, and some of us don't, that is all. When the Chinese Minister points out that national greatness "depends upon the efficiency of a country's governmental system, methods of law, and military and naval preparations," he is as to the fire, too, aware of his definition right only in theory. In practice Great Power is one where military and naval preparations are never neglected. When they are neglected, and the other Powers find it out, greatness is gone. Japan was not invited to join the front rank of nations till after it had beaten Russia, and it would be sheer humbug to pretend that that was a coincidence. The "good

old rule, the simple plan," is as much in force to-day as it ever was, and still it is the case that "he may take who has the power, and he may keep who can." Liberty, equality, and fraternity in the twentieth century means only this, that we are at liberty to make ourselves equal to the standard set for us by our neighbours, and that when we have done all they tell us to do, then, and then only, we are admitted to fraternity, chiefly because it no longer pays to keep us out.

THE KOREA.

(*Daily Press*, March 24th.)

Strangely late in the day, the question of the Japanese occupation of the Korea appears at last to be attracting some attention in the home papers; and some tardy sympathy is being expressed that an "old Empire"—as it is styled—should have to all intents and purposes, passed away. It was certainly remarkable that at the time when the Japanese took what every one recognised to be nothing less than possession of the country, scarcely a word was said by way of comment either in the Press or in diplomatic quarters. The event in fact was accepted as a matter of course and, hard as this may appear to be in some respects, it is scarcely to be wondered at when the antecedent facts are taken into due consideration. Everyone acquainted with the Korea has given the same story of the utter weakness and corruption of the Government, and of the hopelessness of any reform from within. Even writers like Mrs. BISHOP, who had an honest admiration for a certain side of the Korean character, could not help giving an account of the administration of the country which could leave no doubt in the mind of any impartial reader that Korea had sunk to a level of corruption and weakness compared with which China would appear a well governed nation. The idea of the Korea being protected by China, under whose suzerainty she nominally had long been, was really outside the range of practical political consideration, before the treaty of Simonoseki, and the chance of her ever becoming reformed from within was generally recognised as equally improbable. It is not surprising therefore, that the Japanese should have treated Korea with somewhat scant ceremony when the necessity of carrying troops through her territory arose in connection with the recent war. Indeed it seemed to be accepted as a matter of course that the Korea should become the "Cock-pit" for the war, and that it would fall to whichever of the two belligerents happened to come off victor. Russia did not scruple openly to declare that the Korea must be Russian. The famous utterance of Kuropatkin on this point at the opening of the war will be well remembered. Japan was more reticent and wisely refrained from any statement of her ultimate designs, beyond foreshadowing that some kind of protectorate might be established by her, a course obviously necessary in face of the declared designs of Russia. It thus happened that at the close of the war it was generally accepted that Japan must do something to prevent the Korea continuing to be open to seizure by any Power which might have a fancy to do so, in all probability, at some future time by Russia, whose persistency in her aggressive policy abroad is only too well known. Few were therefore opposed to Japan taking up a strong position in the Korea when the war came to an end; nor was Japan altogether unwelcome in the Korea itself among the mass of the people, who hoped, not without reason, that her presence might be the

means of improving the oppressive and corrupt regime under which they had long laboured.

The complaint, however, is now made that the Japanese have really broken faith with the Koreans, and that, instead of merely establishing a temporary protectorate, they have virtually seized the Government of the country. This is set forth in a letter to the *Spectator* which was written ostensibly by two Koreans, whose signature it bears, but which would seem to have been carefully edited by some European well acquainted with diplomatic affairs. The case as put is a plausible one. The complaint made is undeniably true, but the reasons which may be taken to excuse, if not to justify, the action of Japan are entirely passed over. The Japanese may have been perfectly sincere in their promise that the independence of the Korea would be preserved. In common with many others they may have reasonably hoped that the Koreans would be governable by their own authorities and that with such aid a protectorate at most would be necessary. The course of events, however, made this absolutely impossible; and the only alternative was for Japan to take the management of affairs into her own hands. Whatever may be thought of some of the actions of the Japanese during the revolutionary period which ended in the overthrow of the old reigning Dynasty, there can hardly be a doubt that this end must have been brought about in one way or another before long. In the words of the Comte Vay de Naya, in an admirable résumé of the events which led up to this, which appears in a recent number of the *Revue des deux mondes*, "the ending of Korean independence was inevitable. Coming out victorious in her wars against neighbouring Powers, and enjoying in the Extreme East a supremacy which was certain, Japan was bound at any price to establish herself at Seoul. But, while accepting the event as in accordance with inevitable necessity, the world has asked whether the preparation of the coup d'état and of the voyages of the Minister of Foreign Affairs, the getting up of the direction, at the cost of sanguinary risings, were not superfluous. Would it not have been more simple and more dignified for Japan to have taken possession of the Korea straightforwardly and without disguise?" Most people will agree with the Comte Vay de Naya in this view of the subject. At the same time it is only fair to admit that such a course, frankly declared, might have been the subject of diplomatic objection; and that the only way to be certain of obtaining the acquiescence of the Powers was to at least make some show of giving the Koreans a last chance of reforming themselves before resorting to the extreme measure of taking over the government of the country.

THE CHUNG YUNG

(*Daily Press*, March 25th.)

"The best account we have of the Confucian philosophy and morals" is, according to Dr. Liang, the "Chung Yung" or universal principles of correct conduct, prefixed by the translator cited as the "Doctrine of the Mean." He considered that this guide to life was suitable for a wider public than even China had to give it. And truly, like the castle's egg, in parts it is excellent, like all the other literary products of the world's highest ethical thinkers. Like most other systems, it seems to have acquired accretions, Purulal errors, misunderstanding disciples, and biased

Eclectics take these lilies of rare intellect and paint them. They receive these pictures of clairvoyance and frame and glaze them with their own ophthalmic notions of what is fitting. The priests of China in popularising Buddhism promptly spoiled it. They restored the erroneous charms that frail human nature, wrapped in protective illusions, seems to prefer; the commonsense pill of the Buddha for superstitious people was buried and lost in the sugared ecclesiastical jam. The metempsychosis of Brahminism was no more intellectually repulsive than our almost sororal theory of the conservation of energy, but the Hindu taste was for sweets, and in reaction there against, the Buddha went to the opposite extreme, appealed to reason for awhile, and subsequently saw his clear-cut inscription obscured with the lichen of censatory fanies. These are but examples of a general rule; there is no need to recite the rest; and it is requisite only to set up the assumption that Confucius, gifted with such clarity of judgment, must have similarly suffered obscuration by those who have followed him. A holed sieve lets impurity fall through into the sifted treasure piled beneath; and no ordinary fingers can avoid dealing the bloom of the cluster of grapes. Much meditation must have preceded the inspiration which made Confucius remark, "The wise must make moral law for something higher than it really is; and the foolish do not sufficiently realize all it is. Noble natures aspire to live too high, and ignoble natures dishonour their own nobility." He himself aspired unduly, or has been so represented, when he is reported as emphasising the ascetic scorn of natural emotions. The highest ethical ideals have always been things unnatural, inhuman. The ideal of human aspiration has been to be something other than it is; and, possibly to save it from the reaction attending despair, priesthood has ever been handy to save appearances with figures and symbols. Always there has been the primal force of fear to help the amiable conspiracy. The original free-thinker and materialist of the "Sankhya Karika," India's "godless tract," and Confucius himself, probably had one motive in common. At times we see the mind of the Chinese sage probing a wound, pricking a babbler, and at other times we marvel how it can permit itself to go back on itself as it seems to do. It is typically Chinese to obey the maxim "When in Rome behave like Romans," but it is not in accordance with the exterior light of "Chung Yung." Confucius is made to say, almost in the same breath with his anticipation of SHAKESPEARE'S "To thine ownself be true," that the moral man conforms himself to his environment, even though he find himself in an uncivilized community. In the West it is "bad form" to be unlike your neighbours; in China it is almost immoral. That is perhaps how the conforming spirit's creeping Confucianism, without (we prefer to believe) the consent of Confucius. Precept is always easier than practice, but if the very precepts become adulterated with inconsistency and errors, what can the people do? Thus, while welcoming a new translation of the "Chung Yung," by Mr. Ku Hung Ming, M.A. (Edn.), for Mr. JOHN MURRAY's "Wisdom of the East" series we have to express our fear that the famous doctrine is therein diluted and adulterated. A truly understanding translator and editor, such as Mr. Ku aspires to be, would ignore the misguided and incongruous interpolations of the accredited scribbler K'ung Chu. Such a scholar should be able to do this

admittedly difficult task, and give to the West the real essence of a notable philosophy.

SHANGHAI AND THE OPIUM TRADE.

(*Daily Press*, March 26th.)

The agitation which has forced the Shanghai Municipal Council to go further than it originally intended, in the direction of abolishing its licensed opium houses, has considerable interest for Hongkong. The Hongkong Government has already been reminded by an ecclesiastical petition of its responsibility in similar circumstances, but it is in a stronger position than a mere municipal council, and it is wisely waiting to look before it leaps. It is clear enough that "abolishing licensed opium houses" merely means relaxing official supervision and control of the consumption, which experience has shown, in Australia and elsewhere, cannot be stopped, though it be made illegal, and costly, and difficult. Mr. D. LANDALE, Chairman of the Municipal Council, explained that the hesitation of himself and his colleagues was not influenced by considerations of revenue. From an administrative and police point of view they had no doubt that while opium was freely brought into the Settlement, the lower class Chinese would find places in which to assemble and smoke it. Coolie bongs and lodging houses would become unlicensed opium dens, and probably degenerate into rendezvous for criminals. The police would be kept busy harassing lodging-house keepers, and possibly disorganize all coolie life and labour in the Settlement. Such results could be better obviated by going to work cautiously and gradually. So far as the Chinese Government's attitude was concerned, he held it impossible not to be sceptical. Many officials were sincere, no doubt, but there was no general programme of reform apparent. They had to face the possibility of China establishing in four or five years a lucrative monopoly, and of a row of dens rising in the outskirts secure from the supervision of the foreign police. Lotteries were being run on their borders, regardless of their protests, and opium dens would be, if they immediately closed all within the Settlement. When China restricted the cultivation and importation, when less of the drug entered Shanghai, they could easily meet the new conditions by reducing the facilities for consumption accordingly. The British Government had, however, requested them to do more than keep pace with native reform. They were advised to be ahead of it, to encourage it by their example. They therefore proposed to close one fourth of the opium houses in the Settlement, and in another year, if the Chinese seemed then still in earnest, they could go further, until finally (in two more years, they hoped) all would be closed. To Shanghai, the loss of revenue did not matter. Mr. LANDALE said:

The total abolition of opium smoking, which for the Empire of India, and for the Colony of Hongkong would mean a grave financial difficulty, so far as this Settlement is concerned, is little else, I would remind you, than an administrative conundrum, a difficult one I think all will admit, but the policy which we recommended for your approval to-day is in no sense the outcome of financial considerations. The receipts from opium houses amount to less than Tls. 70,000, no important factor in a total income of two and a half millions. There is of course the consideration of vested interests which must suffer under the changing conditions; the process should, however, be gradual. In conclusion I venture to impress upon you the fact that our position here is a unique one, that the challenge to do as other concessions or Chinese

cities have done is meaningless, since in no other place in China do similar conditions exist to those in this Settlement.

Nothing, we feel impelled to add, in the dictum of the younger WELLER, could be fairer than that, yet the anti-opium agitators, or some of them, were not satisfied, and wished the Council to still further commit itself and its successors, without reference to quite possible future developments. However, the majority of the rate-payers present decided that the proposal of the Council was all that could reasonably be expected for the present.

THE EXTRADITION CASE.

(*Daily Press*, 27th March)

The Chinaman who was arrested in Hongkong at the request of the Chinese Government, under the name of Lu Kaishing, and who—during the legal fight for his extradition—was described by the papers as "the Swatow reformer," is the subject of an uncomplimentary biographical note by the Swatow correspondent of a Shanghai contemporary. Unless that writer is mistaken, his correct name is Yu Chi-ch'eng, commonly nicknamed "K'a-su Ch'ou" (Woe is me, Ch'ou) "because of the cry of anguish which he extorted from any who came under his hand." In fact, according to his Swatow biographer, he is "nothing more or less than a common bully," an ex-Boxer, and a robber. Those who remember our defence of him while on his trial will not be surprised to find that this is to us disconcerting reading. The petition in his favour by a number of undoubtedly respectable Singapore merchants certainly lent colour to the theory that the man was a bona-fide political offender, and not a common bandit. Now we read that "people who know laugh at his claim to be regarded as a disinterested patriot." Well, after all, we never made such a claim on his behalf. What we insisted on was that according to the evidence he was a bona-fide political offender within the terms of the Ordinance, and this we are glad to see confirmed even by his unfriendly biographer at Swatow. He did join the rebels, we are told, and it was not until he did so that the Chinese officials took any interest in his career. "The authorities," says the Swatow writer, "have forfeited their right to call him to trial by their inaction during the last ten years, during most of which time he has lived openly in and about Wongkong." It might be argued that on that admission his character cannot have been very bad; and when we come to examine this informal indictment, we find that the counts are these. Common repute and a nickname made him a "bully." Political agitators have often been bullies, by the way, even in other lands. Then, "in the Boxer year he was wanted because of the attentions he paid to Christians and their churches." It is not unnatural to suppose that a genuine reformer might object to the presence of those. Further, there were "escapades similar to that which was preferred in the charge made as the ground for the application for his extradition." That seems rather a frivolous way of referring to robberies with violence. In such a serious accusation, the writer should have been more explicit. We should be more satisfied with an assurance that the writer is not a missionary whose rancour has been aroused by the Swatow reformer's very probable anti-Christian manifestations. However, and finally, whatever the man has been in the past, it is admitted that he was entitled to the protection the British law extends to

political offenders, and that was really the main contention at this end. The Swatow writer says, "What they [the Chinese officials] wanted was Ch'ou the rebel, and not Ch'ou the robber. And did the Hongkong Government suppose that even if the proceedings had been entirely regular, and the Chinese authorities had engaged not to try Ch'ou on any other charge than that of robbery, they would not have rid themselves of the rebel by cutting the head off the robber?" We are not certain that the British indulgence toward political offenders is always wise, but, as the Bench is fond of saying, while it remains the law it must be obeyed. It might have been desirable to hand over Lu Kaishing to his offended government, but it seems more than ever evident that to have done so would have been illegal. So much we gather from the admissions made by one who evidently has no good opinion of the man's class and character.

CHINESE TURKESTAN.

(*Daily Press*, March 28th)

Until within the last twenty or thirty years we may be said to have known practically nothing of the huge tract, generally known in Europe as Eastern, or Chinese Turkestan, but called by the Chinese the Sin Kiang, or New Confine, further than what was told us by the Buddhist pilgrim Yuen Chwang, or some five centuries later the great traveller of the Middle Ages, Marco Polo. The first in modern times to lift the veil of obscurity, and from personal experience throw new light on the country was Robert Shaw, the British Commissioner at Ladak, who in 1868-9 made an adventurous journey to Kashgar, then ruled by Yakub, the "Atalik Ghaz-e," who at the time seemed likely to revolutionise the entire of this district up to the frontiers of China, and establish in the place of the ill-organised rule of China, a really powerful and well-conducted realm, quite capable of resisting aggression from without. The interest thereby created in the country led to his example being followed by many other explorers, British, French, Russian, and last, but not by any means least, the great Swedish traveller Sven Hedin. The result of these various explorations is that at the moment the physical features of the land, its river system, botany, productions, and to a lesser extent its ethnology, are fairly well known. There is still, however, room for others to go over the ground and study its archaeology, as well as its modern economic aspect; the former has been nobly taken up by Dr. Aurel Stein, acting for the Indian Government; while Lieutenant Colonel Bruce, formerly in command of the Chinese Regiment at Weihai, and now administering the extremely important and responsible post of Captain Superintendent of Police to the Municipal Council of Shanghai, desirous on his way out to the East to vary the route, has produced a book, setting forth from personal observation the military and economic condition of the country passed through. From Keriwa to Szechoo, the Szechuan of Yule's great work, the route was identical with that taken by Marco Polo in the years 1273-4, and in view of this fact, as the most especially interesting portion of the journey lay between these points, Colonel Bruce has well named his work "In the Footsteps of Marco Polo." It was not necessary for Col. Bruce to treat at any great length on the truth and trustworthy nature of Polo's work; that has been done already, and Polo's narrative needed no embellishment from others. The lapse of up-

wards of six centuries has naturally altered the external complexion of things, yet not so much so that old Polo would not recognise, were he to travel the road once more, the several halting places, the inns, and almost the persons of the attendants. The little change that has taken place is, however, decidedly for the worse; the roads may be a trifle more rugged and unkempt; the sands of the desert have certainly encroached more on the oases; where in his days were struggling towns are now merely ruins almost effaced; and the clothes of the fewer inhabitants are more dusty and worn.

After leaving Khotan, or as he called it Cotan, Polo remarks that he arrived at a place called Pien, round which have raged many controversies. Some there are who think it was a blunder of Marco's for Pien, a place the quidnuncs tell you was mentioned by the monk, Yuen Chwang. But the place mentioned by Yuen Chwang was in Chinese written 姮摩, and this is evidently merely a writer's mistake for 昆摩. Kwen-mo is the natural transcription of Kiri-wa. Pien looks like one of the fanciful names, or rather travesties of names given when certain emperors of the T'ang divided out Central Asia into imaginary prefectures; and so may have been applied by Polo's informant to Kiriwa. From Pien, wherever it was, Polo seems to have taken a straight course to Cherchen. Now Cherchen is the modified name of the most ancient of Central Asian cities; and goes back in myth as far as Troy itself. It was, in fact, the T'sung-yung of the "Deca-le" of Wan Wang in the third book of the "Odes," which according to the ballad was taken by Wan Wang after an arduous siege. Polo, then, instead, as the traveller has to do in modern times, of going round by Niya, was able to make a straight track, across what is now desert, from Kiriwa to Cherchen. But Cherchen in early Han times was called by characters in modern Chinese pronounced Leolan, modified some centuries later to others now pronounced Shoushen; but the name itself was never changed, except by the inevitable wear and tear of ages, modifying the local patois. The oldest name was in fact Dardan, or Darshan, almost identical with that of Troy itself—a name still preserved in that of the Dard mountains, and in Dardistan. In Polo's time, as to-day, a waterless desert separated Cherchen from Shaheo at the entrance of China, and not the least interesting part of Colonel Bruce's work is that wherein he relates his difficulties in traversing this howling desert. In this desert Sven Hedin, deceived by a tablet found on the site which read Leolan, made the mistake of placing here the classic Leolan, which really was the site of the present Cherchen. The mistake is easily explained without impugning the veracity of either Marco or Dr. Hedin.

We have above mentioned the fanciful nomenclature of the T'ang sovereigns in their imaginary division of Central Asia into prefectures of the Chinese empire; one or two of these remain, as Ansi Cheo, the next city passed after Tuhwang Fu. This is simply adopted from the name by which the Chinese of old knew Parthia, namely Ansi. Similarly they seem to have taken the name of the ancient prehistoric land of Pien, and given it to Kiriwa, while the ancient name of Cherchen was adopted as the title of a new fort in this district, the Kuashi of the classics, and made use of during the military occupation of these regions which lasted for nearly a century and of which we find many traces. Of the

present condition of the Chinese occupation of these districts Colonel Bruce has much to say, but all of the same nature. Practically the occupation is little more than a farce. The last hope of the country was destroyed under the savage Tso T'sung-t'ang, who, sent by the Imperial Government to put down the rising under Yakub, the "Atalik Ghazee," ended by depopulating the land and giving over to the desert the already diminishing oases. In even the old days of the Northern Wei and the T'ang dynasties, Central Asia was a burden on the Chinese exchequer, but was held for the purpose of the valuable overland trade which was maintained with Persia and the later Byzantine Empire. Turkestan itself in those days was a comparatively fertile and fairly watered land, and was able to pay its own expenses of administration.

Before the destruction of the Mongol empire of Jenghis Khan and his successors, the wholesale slaughter by his troops of the inhabitants of these districts had already brought about in a great measure the ruin of the country, which was never able to recover the shock. The present Manchu dynasty has proved almost as destructive as the Mongols, and under the savage rule of Tso T'sung-t'ang has finally completed the ruin of the land. It is into these already deserted lands that the present Peking Government sends its officials with no pay except what they can wring out of a decayed peasantry. It is no wonder that Colonel Bruce found the fortifications in utter ruin, the garrisons non-existent, and not a single piece of artillery in the country, from Kiriwa to Lancheo. As Colonel Bruce warns us, Russia at the moment holds the New Dominion in the hollow of her hand, and in the present condition of Russia this means that her army, undeterred by any motive of prudence, is as likely as not at any moment to pour into it and repeat the deeds of the Mongol troops of Jenghis.

CORRESPONDENCE.

HONGKONG AMATEUR ATHLETIC ASSOCIATION.

TO THE EDITOR OF THE "DAILY PRESS."

Hongkong March 23rd 1908

Dear Sir.—Will you be kind enough to allow us to make an appeal through your columns for funds in aid of the new cricket track which we are now making round the ground of the Kowloon Cricket Club? The estimated cost of the track is \$2,000, and through the generosity of our Vice President the sum of \$250 has already been subscribed. The Association has been so recently constituted and its annual subscription is so low that its funds are necessarily very small, but the Committee feel that it is essential to its success that a proper running track should be made as soon as possible. We therefore venture to make an appeal to the public for contributions in aid of its construction. We may point out the present system of holding sports on football and other grass grounds is quite unsatisfactory and that as Hongkong is so well equipped in all other branches of sports that it is a pity that there should be no open track in the colony for Athletics.

Mr. A. R. Sutherland (Hon. Treas. Queen's College) will be glad to receive donations.

Yours faithfully,
H. BROKE, Lt. Col. R.E.,
Chairman
H. L. O. GARRICK,
(Hon. Sec.)

Mr. E. G. Barrett, Manager of Messrs. Weddell & Co., has been appointed a Director of the Hongkong and Shanghai Bank during the absence from the Colony of Mr. G. H. Medhurst.

COMPANIES.

CHINA AND MANILA STEAM-SHIP CO.

The twenty-fifth ordinary general meeting of shareholders in this company was held on March 21st in the offices of the general managers, Messrs. Shewan, Tomes & Co. Mr. Robert Shewan presided and there were present Dr. Noble, Messrs. H. P. White, A. V. Apear (consulting committee), Fang Wa Chun, A. G. Gordon, A. Babington, A. Cordeiro, Fung Shui Wa, C. Klinck, H. F. Campbell, and G. M. Scott (secretary).

The SECRETARY having read the notice convening the meeting,

The CHAIRMAN said—Gentlemen, We have now to lay before you the report and accounts for 1907, and, as copies have been in your hands for some time, we will, if you have no objection, now take them as read. I much regret that the result of the year's work is so poor, and that we cannot even recommend the small dividend of \$1.00 per share that we paid last year, but shipping in common with other branches of trade is suffering from the general depression in business all over the world, and the Manila trade with this place has been no exception. To show you how this trade has diminished I may tell you that the gross earnings of the same two boats were \$100,000 less last year than they were two years ago under precisely similar circumstances. With such reduced income you can realise that it is only by rigid economy that we are able to show even a small profit to-day. We saved something in coal last year, and we have reduced insurance to the lowest point carrying a very large line for account of the Company against which you will notice we have \$61,424 at credit of our insurance account. To strengthen this fund as much as possible we propose to transfer to its credit the amount of \$7,000 at present standing at credit of reserve fund. We have not attempted to economise in crew's wages, in repairs to steamers, as we believe in having able and willing servants whether they be men or steamers, and steamers if they are not well kept up soon run to pieces. To satisfy our Amoy friends who are interested in the Company we sent the "Ruby" several trips to Amoy, but although they had engaged a fair quantity of Chinese passengers for Manila owing to heavy rejections by the Health Officer and to other causes the numbers were so greatly reduced that the result was most disastrous. Although I do not like to attempt to forecast the future especially as regards shipping matters which are more uncertain than most, I do not think that business can be quite so bad this year, but on the other hand we cannot expect any marked improvement in this particular trade until a general revival in coasting freight sets in, and of that there seems little indication at present. We need not, however, be disheartened for the Company is in quite a sound position, and even in these bad times we have been able to reduce our overdraft by some \$12,000 during the year. Before moving the adoption of the report I shall be pleased to answer any questions to the best of my ability.

There being no questions,

The CHAIRMAN proposed and Mr. GORDON seconded the adoption of the report which was carried unanimously.

The Consulting Committee was re-elected on the motion of Mr. KIRK, seconded by Mr. FANG WA CHUN.

Mr. GARRICK proposed that the auditors be re-elected. Mr. FANG WA CHUN seconded, and the motion was carried.

The CHAIRMAN—That concludes the business, gentlemen. Thank you for your attendance. I am sorry there is no dividend.

CHINA SUGAR REFINING CO.

The thirteenth annual meeting of the shareholders in the above company was held on March 29th at the offices of the General Agents, Messrs. Jardine Matheson & Co. The Hon. Mr. H. Keenick presided, and there were also present Sir Paul Chater, Captain Clark, Messrs. A. Denison, H. P. White,

A. Turner, F. Smythe, A. Rodger, J. F. Wright, T. Hunter, F. Arculli, Ho Fook, Ho Kom Tong, Lo Cheung Shui, Won Leung Him, Ng Hon Tsze, and J. Barton (secretary).

The SECRETARY having read the notice convening the meeting,

The CHAIRMAN said—Gentlemen. The report and accounts having been in your hands for some days, we will take them as read. When addressing you at the last annual meeting my predecessor mentioned that the prospects of the year just then entered upon were the reverse of encouraging, and unfortunately the results have fulfilled his forecast. While we out here have fallen on ill times the trade in European and other important markets of the world remained in a healthy condition, and there was none of that undue depressing in prices, which we unfortunately experienced. In our market the keen competition caused an altogether abnormal condition of affairs, and the price of refined sugar never rose to a point which allowed of its being sold at anything but a loss, while at the same time the more distant markets were practically closed to us owing chiefly to the high rate of exchange which ruled during the greater portion of the year. Under these circumstances we found it difficult to obtain an outlet for our sugars, and meltings had to be reduced to much below the average of recent years thereby involving extra expense and increased cost of production. I am glad however to say that judging from the present outlook the prospects for the coming year are somewhat better as our stocks of raw sugar were fortunately bought at a favourable time and the price of refined sugar has begun to advance to a point more in just comparison with the price of raw; supplies are not excessive and the prospects seem, as far as I can see, to be in favour of the long-awaited improvement being established and maintained. But you must remember that competition is more likely to increase than to diminish. The methods of our Japanese competitors are beyond understanding, and depend largely to great extent on the amount of paternal Government support they may be able, not so much by direct subsidies, but in sundry devious ways, to acquire. On equal terms we have nothing to fear, but against Government competition private enterprise must naturally have a hard fight. I am comforted however, by the expectation that the general body of Japanese taxpayers will not much longer endure the burden of furnishing dividends to a limited number of state-aided and close corporations. With reference to the accounts there are no items which seem to me to call for special comment but before moving the adoption of the report and accounts, I shall be pleased to answer any questions relating to them which shareholders may desire to ask.

There being no questions, the report was adopted on the motion of the CHAIRMAN, seconded by Mr. TURNER.

Captain CLARKE proposed the election of Sir Paul Chater, Messrs. A. G. Wood, F. Matheson, E. Shellim, and H. P. White as Consulting Committee. Mr. SMYTHE seconded and the proposal was carried.

Mr. WHITE moved, and Mr. HUNTER seconded the re-election of the auditors, Messrs. W. Hutton Potts and H. Percy Smith. Carried.

The CHAIRMAN—That, gentlemen, concludes the business of the meeting.

■ The report was as follows:—

The General Agents beg to submit to Shareholders their report on the Company's business for the year 1907, with statement of accounts to 31st December last.

In consequence of severe competition in the China markets the price of Refined Sugar remained below the cost of production throughout the year, and exports to other markets were adversely affected by the high rate of exchange ruling.

Under these circumstances the output of the Refinery was much reduced, and the year's working resulted in a loss of \$27,371.46, which is carried forward to next account.

CONSULTING COMMITTEE

This consists of the Hon. Sir Paul Chater, C.M.G., Messrs. A. G. Wood and Matheson who offer themselves for re-election. Mr. A. J. Raymond resigned his seat on his departure from the Colony.

AUDITORS.

The accounts have been audited by Messrs. W. H. Potts and H. Percy Smith, F.C.A., who offer themselves for re-election.

JARDINE, MATTHESON CO., LTD.,

General Agents.

Hongkong, 10th March, 1908.

BALANCE SHEET, 31st December, 1907.

CAPITAL AND LIABILITIES		£
Paid up capital	2,000,000	
Equation of dividend fund	450,000	
Repairs and renewals account	36,486.61	
Raw sugar reserve account	32,535.23	
Sundry creditors	759,614.86	
		<u>£3,900,001.70</u>

ASSETS.

Property account consisting of—	£
East point refinery	
Brownhill refinery	
Swallow refinery	
Hongkong distillery	
Cash	2,179.49
Raw and refined sugar, &c.	983,635.89
Spirits and rum &c.	8,948.40
Charcoal and stores, &c.	186,547.15
Sundry debts	139,756.81
Shipments	8212,399.98
Less advances	41,926.70
	<u>£3,229,017.70</u>

PROPERTY ACCOUNT.

To balance on 31st December, 1906	£1,531,269.03
By balance on 31st December, 1907	1,531,269.03

PROFIT AND LOSS ACCOUNT.

To income	£11,403.24
To remuneration to consulting committee	2,500.00
Less dividends	7.00
Interest	62,622.27
Less loss on working	11,304.00
	<u>£288,589.81</u>
By balance brought forward from last year	3,218.47
By net balance	279,371.34
	<u>£288,589.81</u>

LUZON SUGAR REFINING CO.

The twenty-sixth annual general meeting of shareholders in the above company was held on March 26th at the offices of the general agents, Messrs. Jardine Matheson and Co. The Hon. Mr. H. Keswick presided and there were also present Messrs. H. P. White, A. J. Wood, H. N. Mody, J. C. Peter, F. P. Soares, P. Tester, E. S. Kadoorie, Choa Leep Chee, Wong Leung Him, J. S. Perry, and J. Burton (secretary).

The SECRETARY having read the notice convening the meeting,

The CHAIRMAN said—Gentlemen, the report, and accounts having been in your hands for some days we will, as usual, take them as read. Owing to the limited demand for the company's sugars in the Philippines the Refinery again had a very quiet year and although the works were never permanently closed down, it was necessary to make frequent stoppages in order to avoid too great an accumulation of stocks, while owing to the competition of sugars from other sources the price obtained did not much more than cover cost. You will observe however that the sum at debit has been reduced by £6,321.46 which is a step in the right direction and from present indications there is hope of some further improvement during this year. With regard to the accounts there is nothing to which I need specially refer, but I may mention that as has been their usual practice when times are bad the General Agents have waived their commission and the Consulting Committee their fees. Before moving the adoption of the report and accounts I shall be pleased to answer any questions relating to them which shareholders may desire to ask.

There being no questions, the report was adopted on the motion of the CHAIRMAN, seconded by Mr. Mody.

Mr. Kadoorie K. P. presided and Mr. Soares acted as recording secretary. Messrs. A. J. Wood and H. P. White as Consulting Committee.

Mr. A. J. Wood was re-elected for the term of Mr. Peter's resignation. Mr. Peter is the CHAIRMAN. That is all the business gentlemen. I thank you for your attendance.

The report was as follows:—

The general agents beg to submit to shareholders their report on the Company's business for the year 1906, with a statement of accounts to 31st December last.

The demand for the Company's sugars throughout the year was insufficient to keep the refinery working except at a reduced melt, and in consequence of the low prices ruling, there was only a small margin of profit. After allowing for interest and gain in exchange the sum at debit is £135,132.55, which is carried forward to next account.

CONSULTING COMMITTEE.

This consists of Messrs. A. G. Wood and H. P. White, who offer themselves for re-election.

AUDITOR.

The accounts have been audited by Mr. A. R. Lowe, C.A., who offers himself for re-election.

JARDINE, MATTHESON & CO., LTD.,

General Agents.

Hongkong, 21st March, 1908.

BALANCE SHEET, 31st December, 1907.

CAPITAL AND LIABILITIES		£
Capital, 7,000 shares of £100 each	700,000.00	
Jardine, Matheson & Co., Ltd.'s current account	212,819.05	
Accounts payable	1,196.78	
	<u>£914,015.81</u>	

ASSETS.

Property account, as per last account	629,642.43
Hongkong and Shanghai Banking Corporation	33,699.03
Cash in hand	1,425.17
Raw and refined sugar, &c.	78,936.86
Coal, charcoal, stores, &c.	23,173.05
Fire insurance, unexpired premium	3,917.50
Accounts receivable	8,076.22
	<u>£795,883.26</u>

Profit and loss account

Less to 31st December, 1906, £135,132.55

Less profit for year ending 31st December, 1907

3,391.46

135,132.55

£914,015.81

PROFIT AND LOSS ACCOUNT.

For the year ended 31st December, 1907. £

To interest	14,134.78
To auditor's fee	50.00

To balance—profit as per balance sheet	17,575.24
	<u>£17,575.24</u>

By general working

By gain in exchange

12,803.08

17,575.24

By general working

By gain in exchange

12,803.08

17,575.24

THE CHINA-BORNEO CO., LIMITED.

The fifth ordinary yearly meeting of the shareholders of the China-Borneo Co., Ltd., was held at the Company's office on March 26th. Mr. A. G. Wood presided and there were present:—The Hon. Sir Paul Chater, Hon. Mr. E. Osborne (consulting committee), Messrs. J. Wheeley (general manager), J. F. Wright, W. H. Wickham, W. A. Dowley, J. W. C. Bonar, A. O. Long, Leung Shui Lam, O. Baptista, A. M. da Silva, L. E. Ozorio and Kelly Sayco.

The notice convening the meeting having been read,

The CHAIRMAN said—Gentlemen,—You have now had the report and accounts in your hands for some days and if you have no objection I will take them as read. The Company's operations show a very satisfactory result considering the state of business generally during the whole of the period under review. The erection of the saw-mill machinery, brought from Talaga, on the same site as the Sandakan Saw Mill, is now completed. This will enable us to considerably increase our output of sawn wood. We hope you will approve our recommendation as to the disposal of the sum at credit of working account, i.e., the payment of a dividend of 10% to shareholders absorbing £50,000, writing off £10,000 Hongkong Saw-Mill, £10,000 sawmills and lighters, £5,000 off Sandakan slipway, £5,000 off plant, £1,500 off Kedat Pier and £2,000 off timber concessions, and carrying the balance £27,500 to reserve. The various properties have been well maintained and are all in good order and I am glad to say that, so far, operations for the current year

er quite satisfactory. The increased demand for our woods during the greater part of last year was well and willingly responded to by all the European members of the Company's staff and we have shown our appreciation of their service by distributing amongst them *pro-rata* according to the amount of their salaries, the sum of £2,850, which I hope, will meet with your approval. (Applause.) Before proposing the adoption of the report and accounts I shall be glad to answer any questions.

There were no questions, and

The CHAIRMAN proposed the adoption of the report and accounts.

Mr. WICKHAM seconded and said that he agreed with the proposal to distribute a bonus to the staff for the work they had done and for the good accounts that were shown this year.

The motion was carried unanimously.

Mr. DOWLEY proposed the re-election of Mr. A. G. Wood to the Consulting Committee and Mr. WRIGHT seconded. Agreed.

Mr. W. H. Potts was re-elected the Company's auditor for the ensuing year on the motion of Mr. BONNAR, second by Mr. LANG.

The CHAIRMAN—That is all the business, gentlemen. Thank you for your attendance. Dividend warrants are now ready and can be had on application at the office.

The report was as follows:—

Gentlemen,—The General Manager and Consulting Committee beg to present to the shareholders the fifth ordinary yearly report of the Company.

The accounts show a profit of... \$108,268.74

From this has to be deducted:—

Fees to Consulting Committee 4,000.00

Leaving available for appropriation \$104,268.74

The Consulting Committee recommend that a dividend of 10 per cent. on the subscribed capital

be paid to shareholders ... \$ 55,200.00

Write off Hongkong saw-mills ... 5,000.00

" " launches and lights ... 5,000.00

" " Sandakan slipway ... 5,000.00

" " plant ... 5,000.00

" " Kudat Pier ... 1,500.00

" " Timber concessions ... 2,568.74

To carry to reserve ... 25,000.00

... \$104,268.74

Consulting Committee:—In accordance with the Articles of Association Mr. A. G. Wood retires, but offers himself for re-election.

Auditor:—The accounts under review have been audited by Mr. W. H. Potts, who offers himself for re-election.

J. WHEELEY,
General Manager.

Hongkong, March 17th, 1908.

Statement of accounts to December 31st, 1907
LIABILITIES. \$

Capital ... \$ 60,000 shares each \$12 720,000.00

Less 14,000 shares unissued
each \$12 168,000.00

552,000.00

Sundry creditors 12,511.26

Balance of working account ... 108,268.74

... \$107,278.00

ASSETS: \$

Hongkong saw-mills 151,565.51

Sandakan saw-mills 89,068.57

Steam launches and Lighters

Value as per last statement \$101,293.88

Less amount provided for depreciation 5,000.00

96,293.88

Since added 8,930.13 105,223.21

Sandakan engine works and slipway

Value as per last statement 86,387.31

Since added 4,743.96 91,131.26

Plant 21,509.06

Land and house property

Value as per last statement 6,769.53

Less amount provided for depreciation 1,500.00 5,269.53

House and office furniture

Kudat Pier

Value as per last statement 4,000.00

Less amount provided for depreciation 2,000.00

2,000.00

Timber concessions	
Value as per last statement	21,657.41
Less amount provided for depreciation	2,408.64
	18,848.77
Sundry debtors	10,162.29
Stock of rough and saw timber, stores, material, etc.	109,319.58
Hongkong & Shanghai Bank, cash with	54,653.56
Cash in hand	11,631.27
	\$672,731.00

WORKING ACCOUNT.	
Dr	\$
To management and office expenses and general charges at Hongkong and Borneo	39,969.91
.. exchange	13,601.95
.. interest	1,196.11
.. balance	108,268.74
	\$163,036.70
Cr	\$
By profit on sales of rough and saw timber, etc.	163,036.70
.. scrip fees	22.50
	\$163,036.70

THE PARIS TOILET CO., LTD.

ANNUAL MEETING.

The second general meeting of shareholders in the above company, was held at the Company's offices, 5, Queen's Road Central on March 28th.

Mr. H. Percy Smith presided, and there were present Messrs. J. H. Seth, Leung Wing Caeung, T. C. Spiess (Manager), Enos Seth, E. G. Smith, F. A. Marcal, Pedro Loureiro, A. Beattie, Li Fuk Tsun and B. Basto.

The SECRETARY having read the notice convening the meeting,

The CHAIRMAN said—Gentlemen.—The accounts and report have already been in your hands for several days. I propose, with your permission, to take them as read. I don't think any item in the report really needs explanation except perhaps the special bonus to Mr. Spiess. It will be in the recollection of some of you that a few weeks ago a robbery was committed at our Paris Toilet premises. The money stolen being the personal property of Mr. Spiess, part of it, in fact \$18, was for two months rent for the house he occupies. We have thought it well to ask your approval of making him a present of this amount. Gentlemen, I think you will all agree with me that this venture has already proved the wisdom of its existence not only as supplying a want but in finding us a 10 per cent investment which will I think I may say without much rashness be a 20 per cent one. In former times the barber's craft was dignified with the title of a "profession," being joined with the art of surgery. In France a charter was granted to the barber Surgeons in the time of Louis XIV. and a similar one in England by Edward IV. in 1461. By charter 32 of Henry VIII section 42 these were united with the company of Surgeons it being enacted that the barbers should confine themselves to the operations of blood letting and drawing teeth while surgeons were prohibited from barbary and shaving. We all know that some barbers still practice blood letting. In 1745 a fresh charter was granted to the barbers by the 1st of George II. The barber's shop has always been a favourite resort of idle persons and formerly in addition to his attraction as the focus of news and gossip a flute, viol or some other musical instrument was usually kept for the entertainment of waiting customers. I think we may congratulate ourselves that most of our barbers are not persons of "great conversational attainment." You are all familiar with the fact that the barber's sign is a striped pole from which was suspended a basin. You may not all know that the stripes on the pole indicated the ribbon for bandaging the arm or other limb after bleeding and the basin was to receive the blood.

Before proposing the adoption of the report and accounts I shall be pleased to answer any question. I may say that our present monthly turnover is 25 per cent more than the average for last year.

There being no questions, the CHAIRMAN proposed the adoption of the report and accounts.

Mr. BEATTIE seconded, and the motion was carried.

Mr. E. SETH proposed, and Mr. LOUREIRO seconded, that Mr. A. BEATTIE be appointed auditor. Carried.

THE CHAIRMAN—Gentlemen that concludes the business of the meeting. Dividend warrants are ready.

The report was as follows:

The general managers beg to submit to the shareholders their report on the Company's business for the thirteen months ending 31st December 1907 with a statement of accounts to that date.

Our business is now running very smoothly and we are glad to say has become very much better known as is proved by the fact that our turnover is considerably larger now than it was this time last year. Two months ago we sent out circulars stating that we had just opened a parlour for manicure and are glad to say that our receipts from this branch has justified our doing so, and we trust that it will materially increase our popularity and incidentally our profits.

The net profit for the period under review amounts to \$3,918.98 which your general managers recommend should be appropriated as follows:

Auditor's fee	... \$ 50.00
Pay a dividend of 10 per cent 1,600.00	
General managers' commission	273.43
Manager's commission	583.58
Special bonus to Mr. Spiess	180.00
Write off preliminary expenses	418.50
Write off furniture	234.51
Write off goodwill account	340.16
Reserve for home passage	10,000.00
Reserve for bad and doubtful debts	10,000.00
	— \$3,918.98
Carried forward to 1908	— \$3,918.98

AUDITOR

Mr. Edgar G. Barret, incorporated accountant, has audited the accounts for the period under review but in consequence of pressure of business does not seek re-election. The general managers recommend the election of Mr. Beattie who offers his services.

PROFIT AND LOSS ACCOUNT For the Year ending 31st December 1907

1. Balance being profit December 31st, 1907	\$ 3,918.98
By balance from working account December 31st, 1907	3,918.98
By interest December 31st, 1907	42.65
Balance scrip fees December 31st, 1907	5.00
	— \$3,918.98

BALANCE SHEET 31st December, 1907

LIABILITIES	\$
Capital 1,000 shares at \$10 each	10,000.00
Trade creditors	166.20
Profit and loss account	3,918.98
	— \$20,085.18

ASSETS	\$
By furniture and fitting	1,551.51
By stock in hand	3,530.47
By currency notes	2,756.15
By unexpired insurance premium	18.12
By passage paid in advance	252.40
By cash at bank	1,139.95
By cash in hand	71.96
By preliminary expenses	418.50
By goodwill	5,340.18
	— \$20,085.18

PERCY SMITH AND SETH,
General Managers.

THE CHINA TRADERS' INSURANCE COMPANY, LIMITED

The report for presentation to the Shareholders at the Forty-second Ordinary Meeting to be held at the Company's Office on April 23rd reads—

The Board has now to lay before the shareholders a balance sheet containing a summary

of the property and liabilities of the Company on the 31st December 1907 and statement of accounts to the same date.

1908 Account.—After payment of the interim dividend of \$3 per share and the bonus of 20 per cent. to contributors passed at the last annual meeting there remains a balance of \$412,228.64 as per annexed statement.

The Board recommends that this sum be appropriated as follows:—

A final dividend to shareholders of \$1.50 per share on 24,000 shares \$3,600.00

The inauguration of a Sterling Reserve Fund crediting same with £5,000 at exchange 1.92 5,487.11

An addition to the Reinsurance Fund of £10,000 at exchange 1.92 109,744.29

To be carried forward to Underwriting Suspense Account to close the account for the year 1906 211,657.21

\$412,228.64

1907 Account.—The balance of Working Account on the 31st December 1907 was \$157,892.00 as per annexed statement. The Board recommends that an interim dividend of \$3 per share be paid to shareholders, absorbing \$72,000 and that a bonus of 20 per cent be paid to contributors, absorbing about \$125,000 and that the remainder be carried forward.

DIRECTORS.

Since the last general meeting Messrs. A. Haupt, A. J. Raymond, E. Goetz, A. Forbes and A. G. Wood have resigned their seats on leaving the Colony, and Mr. W. Helms of Messrs. Arnhold, Karberg & Co., Mr. H. A. W. Slade of Messrs. Gilman & Co., Mr. J. W. C. Bonnar of Messrs. Gibb, Livingston & Co., Mr. E. G. Barrett of Messrs. Dodwell & Co., Ltd., and Mr. J. A. Plummer of Messrs. Bradley & Co. have joined the Board. Their appointments will be submitted for the confirmation of shareholders. Messrs. E. Ormiston and H. A. W. Slade retire by rotation and offer themselves for re-election.

AUDITORS.

The annexed accounts have been audited by Messrs. H. U. Jeffries and A. R. Lowe who offer themselves for re-election.

H. A. W. SLADE,
Chairman.

Hongkong, 26th March, 1908.

BALANCE SHEET On the 31st December, 1907

Dr.	\$ c.
To Capital 24,000 shares of \$83.33 each	600,000.00
\$2,000,000 upon which \$25 per share called and paid up	800,000.00
Reserve Fund	5,007.53
Exchange Fluctuation Account	78,533.52
Investment Fluctuation Account	62,493.53
Working Account 1906, Balance	112,228.64
" 1907	1,157,892.00
Reinsurance Fund	419,657.21
Underwriting Suspense	215,076.55
Account	109,744.29
Sundry Creditors	60,505.57
	\$830,861.33
Cr.	
By Cash on Current Account at Hongkong	23,110.60
Cash on Deposit with Banks in Hongkong, Shanghai, Yokohama and Kowloon	60,505.57
Amount invested in Mortgages, Debentures and other Securities in Hongkong, Shanghai, and Yokohama	1,653,219.00
Amount invested in London	1,000.00
Deposited in Banks	1,000.00
Leasehold Property	22,515.00
Travancore Tea Estate Co.	1,000.00
	104,015.00
Amount invested in Australia	1,000.00
Deposited in Banks	1,000.00
Other investments	3,261.90
	3,261.90
Amount at debit of Branches and Agencies	32,235.57
Sundry Debtors	1,000.00
Bills Receivable	1,000.00
	32,235.57
	\$3,489,568.18

Dr.	\$ c.
By Cash on Current Account at Hongkong	23,110.60
Cash on Deposit with Banks in Hongkong, Shanghai, Yokohama and Kowloon	60,505.57
Amount invested in Mortgages, Debentures and other Securities in Hongkong, Shanghai, and Yokohama	1,653,219.00
Amount invested in London	1,000.00
Deposited in Banks	1,000.00
Leasehold Property	22,515.00
Travancore Tea Estate Co.	1,000.00
	104,015.00
Amount invested in Australia	1,000.00
Deposited in Banks	1,000.00
Other investments	3,261.90
	3,261.90
Amount at debit of Branches and Agencies	32,235.57
Sundry Debtors	1,000.00
Bills Receivable	1,000.00
	32,235.57
	\$3,489,568.18

WORKING ACCOUNT On 31st December, 1907

Dr.	\$ c.
To Nett Premium	1,122,191.51
Interest	135,876.00
	1,257,067.51
Bonus of 20 per cent paid to contributors	126,157.44
Interim dividend of \$3 per share	72,000.00
Balance	112,228.64
	\$2,182,838.88

Head Office, Branches and Agency Charges	253,465.17	To unclaimed bonus and dividend	18,880.14
Remuneration to Directors, Committees and Auditors	17,526.47	To exchange fluctuation account	228,355.66
Losses and Claims paid	1,224,149.74	To investment fluctuation account	74,222.62
Furniture written off	10,764.61	To working 1906 balance	8,89,863.33
	1,572,452.80	To working account 1907 balance	2,506,011.22
		To reinsurance fund	123,695.0.10
		To underwriting suspense account	£26,725.6.7
			293,215.04
		To sundry creditors	402,210.87
		To estimated liability under cash certificates issued in part payment for China Traders' shares	148,547.23
			\$10,942,143.00
			\$

WORKING ACCOUNT, 1907 On 31st December, 1907	\$ c.		48,204.17
To Nett Premium from 1st January to 31st December, 1907	2,122,191.51		
Interest	135,876.00		170,645.50
Transfer fees	608.00		
	2,258,776.17		2,488,902.38
By agency commissions	52,550.35		
Head Office, Branches and agency charges	228,590.55		
Remuneration to directors, committees and auditors	14,970.32		
Losses and claims paid	4,732.95		
Balance	1,157.8 2.00		
	2,258,776.17		
			\$10,942,143.00
			\$

THE UNION INSURANCE SOCIETY OF CANTON LIMITED.			
The report for presentation to the shareholders at the thirty-fifth ordinary meeting to be held at the Society's Offices on April 23rd, reads:—			
The Board has now to lay before the shareholders a balance sheet containing a summary of the property and liabilities of the Society on the 31st December 1907 and a statement of accounts to the same date.			
1906 Account.—After payment of the interim dividend of \$30 per share and the bonus of 20 per cent to contributors passed at the last annual meeting there remains a balance of \$39,863.33 as per annexed statement.			
The Board recommends that this sum be appropriated as follows:—			
A final dividend to shareholders of \$15 per share on 12,400 shares \$186,000.00			
An addition to the Sterling Reserve Fund of £20,000 at exchange 1.92 219,428.57			
To be carried forward to Underwriting Suspense Account to close the account for the year 1906 434,434.76			
			\$10,942,143.00
			\$

WORKING ACCOUNT, 1906 On 31st December, 1907	\$		
To net premium	9,128,371.33		
To interest	480,713.21		
	9,609,084.54		
			\$
By agency commissions	132,493.76		
By head office, branches and agency charges	506,931.11		
By remuneration to directors, committees and auditors	33,651.72		
By losses and claims paid	2,448,200.53		
By furniture written off	21,529.31		
	3,14,906.43		
By bonus of 20 per cent paid to contributors	252,314.78		
By interim dividend of \$30 per share	372,000.00		
By balance	839,863.33		
	\$1,609,084.54		
WORKING ACCOUNT, 1907 On 31st December, 1907	\$		
To net premium	4,244,383.39		
To interest	463,316.01		
	5,707,699.40		
Sterling exchange taken at 1.9.7.81			
			\$
By agency commissions	105,100.58		
By head office, branches and agency charges	157,181.02		
By remuneration to directors, committees and auditors	29,940.62		
By losses and claims paid	1,60,465.98		
By balance	2,56,011.22		
	\$1,707,699.40		

DEATH OF MR. A. SHEWAN.			
It is with deep regret that we have to record the death, at the age of fifty-four, of Mr. Arthur Shewan, an old and esteemed resident of Shanghai, who died at the General Hospital on March 18th. He had been in hospital for a period of three months, suffering from an attack of pleurisy, but had lately showed signs of recovery and his numerous friends in the Settlement had expected to see him fit and well at an early date. Early that morning, however, in turning over in bed a vessel of the heart was ruptured and he died peacefully in his sleep. Mr. Shewan came out to China about thirty-three years ago			

VOLUNTEER RESERVE
ASSOCIATION.

The annual meeting of members of this association was held on Mar. 27 in the City Hall. There was a large attendance over which Sir Henry Berkeley, the president, presided. There were also present H. E. the Governor, Hon. Mr. F. H. May, Hon. Mr. H. H. J. Gomperitz, and others.

After the opening formalities,

His Excellency said—The annual meeting gives us an opportunity of noting the progress made during the past year and of seeing and hearing what has been done in the matter of different rifle competitions held during the past year. I have seen the report and read it carefully and I am sorry to say that the strength of the association has fallen somewhat, namely from 258 to 251, with an average number in the Colony of 206. The Chairman represented to me some time ago that the duties of hon. secretary and treasurer had become too arduous for any single member to perform as they involve a variety of duties other than secretarial work. I shall be glad under these circumstances to recommend to the Legislative Council a vote to cover the necessary expense provided the Secretary of State concurs. I have written to him but have not yet had a reply. The vote I propose to ask the Legislative Council to approve is to cover the secretarial expenses for the current year and any grant which the Government gives in the future should I think be dependent upon the efficiency of the corps, that is to say its numbers and attendance at the range. The hon. secretary at my request compiled a table which is now in the report showing the number of attendances at the range and giving figures of merit. I see from that that there were 50 shoots during the year and about 700 attendances which means about 14 per shoot, that is to say, out of the number of 206 in the Colony which is barely seven per cent of the number of members of the association. This is not a very satisfactory percentage and I trust that during the coming year we will see a larger number of members attending the weekly range practices. In fact the table in the report gives me the impression that there is a certain number, about half a dozen or more, who attend regularly and who have done remarkably good shooting, but the average attendance of the members of the corps is rather poor. I have another word to say in the same connection. I see that the list of cups shot for during the past year is a very long one and that the number of cups for the current year is also a considerable one. Some time ago, shortly after I arrived in the Colony, I inquired if I could usefully give any cup myself but I understood that there were so many already that another would be superfluous. Gentlemen, it is because I take such a keen interest in the association that I would like to utter a word of warning. I think we should bear in mind always the object for which the association was instituted and we should endeavour to see that it fulfils that object, namely to be a reserve defence for the Colony. We do not wish that it should become merely a means of winning cups (applause). We cannot expect that every member shall keep his patriotism burning at fever heat and go every week to the range to shoot as a regular soldier does his course of musketry, and become marksmen able to hit any possible enemy in war which I hope will never come. Still we can always keep in view the main object of the association and that object I consider to be the general efficiency of the whole corps and not the superexcellence of half a dozen members. I am keen myself to see Hongkong hold its own in all tests with other ports and with all comers, not less in rifle shooting than in any other sport, but the Hongkong Volunteer Reserve association was not founded merely as a sporting association. It has a larger object than this. I should not be justified in recommending to the Secretary of State or to the Legislative Council that any of the colonial revenue should be devoted to the maintenance of an association that was merely a sporting association. I saw for instance that only 37 members attended the range more than four times and, apparently from the

figures I have had, exactly half were never on the range at all. Therefore I want to impress upon you the urgency for a greater attendance of members at the ranges. (Applause.) Modern weapons have a long range and modern warfare is conducted at long range. Therefore I was very glad to have the privilege of opening the 800 yards range. It is very difficult in this Colony to get an 800 yards range as I know from old experience that a hill range at any long distance is exceedingly hard shooting in consequence of the various currents of air and the different lights and shades. In spite of these drawbacks I trust the 800 yards will be the best used range. In conclusion I have only one word to say. I think I will be expressing the sentiments of every one in this room when I say we are most heartily indebted to the retiring secretary and treasurer, Mr. Carruthers, for the indefatigable work done during the past year at the cost of much time and leisure (applause) and also if I may express my thanks to our energetic chairman who since the inauguration of this movement has been its mainstay and mainspring (applause). Sir HENRY BERKELEY said His Excellency had touched upon two subjects which he had intended to bring before them and which he thought were obvious to all who had given any attention to the report. It was obvious that if the Governor came to the meeting he would speak upon those points, especially the last. They, he continued, wished to thank His Excellency for tendering the assistance of a secretary, and he entirely agreed with the conditions upon which that help was offered. He thought that unless the association showed that it was worthy of the support promised that assistance should not be given. The conditions, as he understood them, were that, if the Secretary of State approved, a grant would be made provided the numbers of the association did not show a falling off, and provided that the attendance at the range was in the Governor's opinion adequate. They were indebted to the Government in many ways. They had excellent ranges, one at 800 yards to which His Excellency referred to. That was given to them free of cost. They had ammunition supplied to them at about three-fifths of the cost price, and he doubted whether there was any other association similar in character in the homeland or elsewhere that enjoyed greater facilities. That fact ought to stimulate the association to greater efforts. Now he was going to take upon himself the part of the father of association which his Excellency had bestowed upon him and he was going to perform one of the rights of the paternal head and lecture the members of the association upon their want of zeal in attendance at the range. He had to plead guilty on behalf of the association to the unsatisfactory nature of the report especially with regard to the attendance of members at the range. Why it was he did not know, but there the fact was. He agreed that the association was not a sporting one, but the fact that they could win a nice prize ought to attract members to the range. He could see no reason why there should be such a lack of interest on behalf of the members, and his only explanation was that there must be some counter attraction. He presumed that the young men preferred football or cricket or tennis or some of the other delights of athletic life, and he supposed it would remain so until this generation awoke to the necessity of universal training in the use of arms. It was the duty of every man to train himself to be able to take a part in the defence of the country. They knew what it was that made England in the early days of its history. It was proficiency with the bow and arrow. That proficiency was attained through there being in every village green a target at which the men of the village shot, principally on Sundays. There was no better way to devote the Sunday or portion of the Sunday than to learn how to use the weapon that was to be brought into force to repel the enemies of their country. We had the spirit. The South African war demonstrated the fact that the military spirit of the nation was alive but the fact was that not ten in a hundred ever had it brought home to them that there was any real need for defence. Generations of immunity from invasion had led us sub-consciously to feel it never would be invaded. They would be all ready at the call of their country, there was no doubt about that. The moment we realised the necessity had come the men would roll up. What they wanted was that pending the call, pending the terrible time when the need should really come for rolling up, was to impress upon every one who might be so willing to learn that he would be practically useless the first few days after rolling up unless he had previously learned to use the weapon put in his hand. This was the doctrine preached by Lord Roberts, to train the youth and manhood of the country to use the weapon put into their hands to defend the country when necessary. He respectfully agreed with Lord Roberts that there should be universal military training. There were many good people, religious people, who were patriotic but objected to what they called instilling or inculcating the military spirit into the minds of the youths of the nation, but it did not follow that because they taught a boy to use the weapons necessary for the defence of himself and country, if ever the time came to do so, that they were inculcating in him the desire to invade the lands of others or take that which did not belong to him. He believed that every man physically capable of bearing arms should train himself to shoot. They were there as part of that great organisation which would be formed throughout the empire by Lord Roberts for the universal training in the use of arms for the defence of the country. (applause.) His Excellency then presented the prizes won during the year to the successful shots.

Mr. CARRUTHERS, in moving that Sir Henry Berkeley be re-elected chairman, remarked that it had been very fittingly said that he was the father of their association (applause). They could not do without him (applause).

The motion was carried unanimously. The following were re-elected members of the Committee:—Dr. Evan Jones, Messrs. L. G. Bird, J. C. Gow, Evan Ormiston, A. W. J. Watt, W. H. S. Davis, G. H. Wakeman, and E. S. Carruthers.

The CHAIRMAN proposed a vote of thanks to Mr. Carruthers for his services as honorary secretary and treasurer. That gentleman he said had done exceedingly good work for the association during the past twelve months (applause), and every member appreciated the work he had done.

The vote was carried and similar compliments were paid to the donors of the cups.

Sir HENRY said it had been decided that in future the post of secretary should be one carrying payment. He proposed the election of Mr. A. R. Liow who had proved his capacity in such position (applause).

The motion was carried.

Sir HENRY, in moving a vote of thanks to his Excellency for presiding, said he desired with all respect to make reference to one point: He had striven to have the age limit reduced below 35 years. In the time of Sir Matthew Nathan he had pointed out that the reduction of the age limit would in no way be detrimental to the Volunteer Corps, but his Excellency did not think so. He (Sir Henry) admitted that the Volunteers had better discipline, and training, and were essentially better trained to the use of arms in the field; but the age limit which kept many men out of the Volunteer Reserve Association did not bring them into the Volunteers. He thought, in practice, a man did not join the Volunteers after he was thirty years of age. He thought Lord Roberts's great scheme of universal training would have to be made to apply to men under 35 years of age. To reduce the age limit for the Volunteer Reserve Association would mean a diminution in the number who would join the Volunteer Corps. A point that was suggested to him by one of the heads of the firms here he would place before them, because it was thought that if it met with the approval of his Excellency it would help the movement. It was that when the heads of engaged young men it should be one of the terms of the engagement that they should serve in the Volunteers (applause). That struck him as a good idea. Personally he had the power he would make all men serve in the Volunteers, but he had not the power (laughter and applause).

His EXCELLENCY, in replying to the vote of thanks, said Sir Henry in his first speech had referred to the possibility of an invasion of Great Britain, but, in the event of the nation being involved in a war with one of the great powers they who were in this island would be more likely to be invaded than would those in the British Isles. That was a point the Reserve Association and the Volunteers had to bear in mind. As regards the 35 years age limit his predecessor who had taken a great interest in the association had a high idea of the patriotism of the young people of the Colony and believed they would be ready to join the Volunteers and did not want to give them an opening to join the Association unless they were over that age. He (Sir Frederick) did not desire to rate that patriotism any lower than did his predecessor. He did not think it would be right in the first few months of his residence here to alter that which had had the careful consideration of Sir Matthew Nathan. But if it occurred to him that he could possibly make any relaxation he would be glad to do so. He agreed with Sir Henry that if he had the power he would compel men to serve, and he heartily agreed with Lord Roberts' scheme. With regard to the last suggestion as to employees serving in the Volunteers he could only say that, if it was feasible, it would receive his hearty support. But it was a matter beyond his personal province.

This concluded the proceedings.

THE HON. DR. HO KAI.

The following matter has reached us for publication:—

(COPY.)

Hongkong, 16th March, 1908.

Hon. A. W. BREWIN,
Registrar General,
&c., &c., &c.

SIR,—It is our pleasing duty to forward you for transmission to His Excellency the Governor the enclosed Petition of the principal leading merchants and citizens, representing the Chinese Community of this Colony, praying that His Excellency will be pleased to extend Dr. Ho Kai's term as an unofficial member of the Legislative Council representing the Chinese for another six years.

We have the honour to be,

Sir,
Your obedient servants,
LEUNG PUI CHI.
NG HON CHI.
TSE TSAN TAI.

(Translation.)

Hongkong 16th March, 1908.

Hon. A. W. Brewin,
Registrar General,
&c., &c., &c.,

Sir,—Learning that our representative Hon. Dr. Ho Kai's term of office as a member of the Legislative Council is about to expire, and that it is his intention to resign, we the Chinese merchants citizens, representing the Chinese Community of this Colony, have the honour to request that you will be so good as to forward this Petition to His Excellency the Governor conveying the wish of the Chinese Community that Dr. Ho Kai should be induced to continue to represent their interests for another term.

It is unnecessary to recapitulate the good works which Dr. Ho Kai has accomplished in the interests of the Government and the Community in general, during his term of office, and we are agreed that in the interests of the Colony he is the most suitable man to represent us on the Legislative Council. We therefore pray that you will on our behalf request His Excellency the Governor to kindly grant the wish of the Chinese Community.

We have the honour to be

Sir,
Your obedient servants

(Here follow the signatures and chops of the leading Chinese merchants, bankers, compradores and property owners of Hongkong.)

We understand that His Excellency the Governor has been pleased to extend Hon. Dr. Ho Kai's term as an unofficial member of the Legislative Council representing the Chinese for another six years.

PRESENTATION TO MR. J. ORANGE.

Almost a unique ceremony was that which took place at the Hongkong Hotel on March 27th when Mr. J. Orange, M.I.C.E., who leaves the Colony to-day for home was presented with an address on behalf of the Chinese property owners, contractors and commercial gentlemen in recognition of his urbanity, courtesy and help rendered in the course of his professional career in the Colony.

In addition to the large number of Chinese gentlemen present there were many European gentlemen in attendance, all being united in the desire to show honour to a gentleman who has for long been connected with architectural and engineering work in Hongkong. Dr. Ho Kai presided and there were also present the Hon. Mr. Wei Yuk, Messrs. Fred C. Mow Fung, Ho U. Ming, G. G. Wood, W. L. Leask, A. Bryer, A. H. Ough, Ho Chak Sang, Tong Lai Chuen, Tsui Kwai Ng, Leung Kok Nam, Chan Chik Ting, Fung Chun Yuen, Ho Hin Sang, Mok Man Chong, Li Po Chun, Li Po Lung, Li Tsz Ming, Messrs. Wing Kee & Co., Kwok Chik, Francisco Tse Yut, The Sam Wang Co., Ltd., U Yuk Chi, Ho U Ming, Chau Siu Ki, Tsui Siu To, Au Chi Nam, The Quong Yick, Tse Ten Shing, The Yick Loong, Leung Kin, The Tak Kee, The Yung Chung, The Loong Chong, Tam Ling, The Kang On, Yu Foo, The Tong Tak Sang, Ma Tak Ming, The Wing Shing, Pun Pow, Tsang King, Lam Tsz Fung, The Hip On, Y. Tan, Yau Fit U. Chanatong, Joe, Chanatong Peter Chanatong, The Him Tai, Siu and Lam Woo, secretary, Mok Cho Chuen, Ho Ngok Lan, Yuen Lai Chuen, Si Shui Shek, Lau Yau Pau. Among the Europeans present were Messrs. A. Shelton Hooper, M. S. Northcote, A. E. Griffin, R. Hemmings etc.

The CHAIRMAN having expressed the pleasure he felt at having been asked to act as the spokesman of the Chinese property owners and contractors, wished Mr. Orange a pleasant voyage and ultimate return to the East reinvigorated and enabled anew to do useful work. He then read the address as follows:

James Orange, Esquire, M. Inst. C.E., M. Inst. M.F., M. Am. Soc. C.E.

Sir,—On the eve of your departure from the Colony, we the undersigned property owners, merchants, and contractors desire most respectfully to place on record our esteemed appreciation of the many kindnesses which we have received at your hands.

The straightforward principles, the pleasing manner, and the uniform courtesy which you have displayed in your dealings with all classes, irrespective of position or creed, merit the admiration and respect of all who have had the privilege of coming in contact with you.

We would beg of you to accept this modest address as a token of our respect and best wishes. May many, many happy days, full of health and happiness, be yours to enjoy in your motherland.—We are, Sir, yours most respectfully.

The CHAIRMAN said he could endorse the expressions contained in the address and that he could testify from personal experience to the respect, esteem and regard which those who came in contact with Mr. Orange had for him.

Mr. Ho YUN MING, speaking in English spoke on behalf of the Chinese property owners. Whenever, he said, they entrusted any work to Mr. Orange they always found that everything was carefully designed and examined. At the same time he had not been hard on the contractors nor had he withheld their certificates when the work was satisfactorily done. And in cases where alterations had to be made and additional works done he always recommended that they should be paid fair extra prices. From all this they realised that his policy had been "Good work—good pay"—(applause). Not only the principals but the contractors, therefore, liked him. They all appreciated his services and it was not flattery at all when he said that Mr. Orange was held in very high esteem among the Chinese property owners who had come into contact with him (applause).

The Government was about to develop the New Territories and many of the lead-

ing firms would move over there their offices and establish branch offices. Many houses and buildings had been erected in Hongkong and there would be a good many others that his firm would have to build over there. Mr. Orange had taken part in the construction of the railway, he had built large reservoirs and many gigantic buildings on the Reclamation and these would make his name known in the Colony so long as they remained. Although he left them to-day, yet it was certain that his partners Mr. Ough and Mr. Bryer were just as competent and would keep up the reputation of the firm. They were all sorry to leave him, yet they were pleased to see that he was in a position to retire to have a rest after so many years' work—(applause). They sincerely hoped he would have many happy days to come and be in as good health in his mother-land as he had been in Hongkong—(loud applause).

Mr. LAM CHI FONG afterwards spoke on behalf of the contractors. He recalled the time, 25, years ago, when Mr. Orange came to the Colony and joined the Department of Public works. While there he was always ready to assist contractors with information when they came to him, and in private work the contractors realised that they were closely watched and not allowed to fall into error and if any mistakes were made by Mr. Orange he was always ready to acknowledge them. Socially Mr. Orange had always conducted himself like a gentleman. He never said anything nasty or mean, and as a public servant he was obliging and as a superintendent of public buildings he was impartial. They were sorry to part with him but hoped he would have long life and happiness in the mother land. (Applause).

Mr. ORANGE, in reply said that it was difficult for him to find adequate words to thank them for their attendance. It gave him an opportunity which very few people had of being able to meet so many of their friends all at once, accompanied as it was by that very handsome presentation and so many very flattering words. He should keep this address as an object which would always help to remind him if he needed reminding, of many happy years spent here. It was now a little more than 25 years—not 21—since he met Dr. Ho Kai, and it was on a spot not far distant from the Hotel. Directly he came to the Colony, he was naturally thrown into contact with Chinese contractors and workmen, and he was struck by the extraordinary ability they possessed. He had always wondered how they managed to construct the works they did because it always seemed to him that as it was difficult enough for those who had been brought up to engineering and architectural work and accustomed to plans from their early days how much more difficult must it be to those who had to learn all they know through the medium of a foreign language and to whom it was not familiar in their youth. He thought Hongkong would strike every one as being a monument to the extreme ability of the Chinese contractors, to say nothing of the works and the factories where there was really more inside than outside. Those who looked at those things would see that those factories were built entirely by Chinese labour and the one he more particularly alluded to was the Aberdeen Paper Works. There was a monument of what Chinese labour could do, and he was most proud of having had a part in the construction of that. Another large work was of course, the old Tyam Water-work—(applause). It was one of the first works he did and he thought perhaps the chief. But he did not think they wished to hear about himself, and all he had to do was to thank them very heartily for their great kindness in coming to meet him that day, and he was very glad that they were going to A. Fong's to get their photographs taken. He should always have their faces before him and shall remember them all. He thanked all very heartily—(loud applause).

The address, which had the photograph of Mr. Orange at the top and a view of the city at the foot and was flanked by Chinese dragons, was beautifully framed in blackwood and inlaid with plush. The health of Mr. Orange was drunk on the call of Dr. Ho Kai, after which three cheers were given for that gentleman. The company was afterwards photographed.

LADY LUGARD DISTRIBUTES PRIZES.

On March 25th at St. Paul's College Lady Lugard presented the prizes to the successful pupils of Elgin Street Schools. This school was started about two years ago for the daughters of better class Chinese and has met with considerable success, there being now 45 girls on the roll. At yesterday's ceremony there was a large attendance of Chinese ladies and also English ladies interested in the work. The Rev. C. A. Bantury presided in the absence of the Ven. Archdeacon Bauister who, however, was able to attend later in the afternoon.

The girls having shown their attainments by singing and reciting in English,

Miss EYRE read the report for the past year which showed that progress had been made and that the results of the examination, considering the unsettled condition of the school and the severity of the tests, were satisfactory.

HER EXCELLENCE LADY LUGARD then addressed a few words to those present. She said she was very glad to be present, and remarked that she was at a disadvantage as most of those present could speak in two languages and many of them could give a long address in Chinese whereas she could not say three words logically in Chinese. Referring to the report she commented on its satisfactory nature. It was beyond comparison and beyond praise. It was nice to hear such things and to learn that the numbers at the school were increasing. Alluding to the workers in the school she said it was very nice to hear about Miss Dorothy, who was described as the secret of the success of the school. Hers was a very nice name and Her Excellency said she would like to have it herself. Altogether the school was to be heartily congratulated, although there were some subjects in which it was possible for them to show improvement.

Her Excellency's remarks were explained to the children in Chinese by Mrs. Ho Tung after which there were other recitations and LADY LUGARD distributed the prizes.

The proceedings closed with the usual compliments.

THE GOVERNOR AND DUMPING.

H.E. the Governor had a reception of members of the Kaifong Committees on March 23rd when there were about 200 present, including Hon. Mr. Brewin, Hon. Dr. Ho Kai, Hon. Mr. Wei Yuk, Mr. Lau Chu Pak, Mr. Fung Wa Chun, and others. His Excellency addressed the company on the subject of the abandonment of bodies in streets and in the harbour—150 being abandoned per annum, and remarked that this could not be due to infectious diseases bye-laws inasmuch as only ten per cent of the bodies were found to be plague infected. It was necessary that the law should be understood, and to attain this end was one of the objects of the dispensaries. H.E. had addressed a minute on the subject to the Colonial Secretary, and this was considered at a meeting of influential Chinese which adopted resolutions as under:

- (1) by Dr. Ho Kai—to assist H.E. to carry out scheme
- (2) by Mr. Wei Yuk—Dispensaries to be taken over by Tung Wa and called Tung Wa Fan Kuk.
- (3) form Committee, to organise and raise funds, of Dr. Ho Kai, Mr. Wei Yuk, Mr. Lau Chu-pak, Mr. Fung Wa-chun, Mr. Ho Cook and others.

The understanding of the law was promoted by lecturers employed by dispensaries and H.E.'s Excellency said he had had a pamphlet amplified explaining it in simple language, which would be translated into Chinese. He urged the Kaifong to co-operate and emphasized his view that by co-operation of Chinese only could the abandoning of bodies be stopped.

His Excellency's remarks were interpreted by Mr. Lau Chu Pak. Dr. Ho Kai afterwards spoke in Chinese at length.

His Excellency was introduced to the Kaifong of West Point, who had done admirable work and in whose district the abandoning of bodies had greatly decreased. His Excellency hoped they would prove an example to the appointed Street Committees.

ROYAL HONGKONG YACHT CLUB.

The new club house of the Royal Hongkong Yacht Club, the first permanent premises possessed by the premier yachting organisation, was formally opened on March 21st by His Excellency the Governor. A good number of ladies and gentlemen responded to the invitation of the committee, and as the arrangements were of a complete description, the inaugural ceremony, though brief, proved very interesting. Practically the whole fleet of yachts and cruisers connected with the club was anchored in the vicinity, each one gay with bunting, and with the handsome new premises looking their best, the event was as auspicious as it deserved to be. Certainly it marks an important epoch in the records of the regal sport in the Colony.

A special service of trams conveyed the visitors to North Point. The cars were bedecked in honour of the occasion, while the one in which the gubernatorial party travelled was conspicuous by the huge representation of the royal arms borne in front.

His Excellency, on arrival, was met by the Hon. Mr. Pollock, K.C., who conducted him to the flag staff, round which the company gathered.

MR. POLLOCK said—Your Excellency, in the absence of Mr. May, our Commodore, the pleasant task has fallen to me of welcoming Your Excellency to-day and inviting you to open the premises of the Royal Hongkong Yacht Club. Our club, which was originally known as the Corinthian Sailing Club, has been in existence for some eighteen years, but we have not until the present time been so fortunate as to have any club premises of our own. In 1894 we became, by royal warrant, the Royal Hongkong Yacht Club and I may say that since we started as the Corinthian Sailing Club in 1899 and continued as the Royal Hongkong Yacht Club we have improved the type and design of our boats until at present we have a fleet of yachts and cruisers of which, I think, we may well be proud. Before these premises were erected, Sir, we amalgamated with the Hongkong Boating Club, which includes amongst its members some of the best oarsmen in this Colony. Therefore we are able not only to carry on yachting but we are able also to enter teams to compete in rowing races. We ask Your Excellency now to open the club and I have to thank you, Sir, on behalf of the members for your kindness in coming here to-day when you have so many calls upon your time. I will ask you to open the club by breaking out the flag.

His EXCELLENCE then unfurled the club flag amid the applause of the onlookers. Afterwards he said—I wish every possible success to the Royal Hongkong Yacht Club and I hope I may be here to see its success for some years to come. (Applause.)

Three hearty cheers and a tiger were given for the Governor, after which His Excellency made an inspection of the premises and the boats of the club, and the afternoon was pleasantly spent by the company with tea and conversation.

PIRACY NEAR HONGKONG.

The second case of piracy near Hongkong reported this week came under the notice of the police on Mar. 26. In the first instance five men in a dinghy surprised the inhabitants of a junk near Fu-tau-chow the other day and made off with goods to the value of over \$100. The second case was that of a junk which left Shaukiwan harbour on the 18th inst. with a cargo of rice for Canton, but two days later when passing Lung Shun Wan, an island near Bias Bay, she encountered a salt smuggling boat. The men on board her ordered the junk to lower sail, and this was done. The robbers, six in number and armed with revolvers, came on board and drove the crew of the junk into the hold. The junk was then looted, and the pirates took away with them rice to the value of \$420 and clothing worth \$120. The junk returned to Hongkong and reported the matter. The water police are keeping a vigilant look-out for the pirates.

THE "TATSU MARU" AT HONGKONG.

CHINESE NAVAL SALUTE WIPES OUT INSULT TO JAPANESE FLAG.

The historic vessel which brought about such a critical condition of affairs between China and Japan is now lying off Wanchai, close to the German cruiser. She left Canton on March 22nd and should have reached Hongkong about eleven o'clock the same night. However she grounded in Capsiman Pass at half past five and had to remain there till eleven o'clock when she rose with the tide and came off the bank without assistance. Hongkong was reached without further incident by daybreak and the "Tatsu Maru" anchored off Wanchai where she is now discharging the cargo of coal which she had on board at the time of her seizure. Afterwards she will take a cargo to Japan where she will be re-surveyed.

Prior to her liberation there was an interesting little ceremony at Canton. Just before noon on the 19th inst. the Japanese Consul in Canton, accompanied by one of his secretaries, and the representative of Ataka and Company, the agents of the "Tatsu Maru," went on board the ship where they were joined by the Chief of the Foreign Office, Admiral Li and other Chinese officials. The Japanese Consul addressed the crew of the ship, and at a signal given by him the Chinese cruiser "Kwong Li" displayed the Japanese flag at her mainmast and at the same time the Consul hoisted the Japanese flag on the "Tatsu Maru." The incident was described by onlookers as thrilling and the proceedings throughout were decidedly cordial. Then when the flags were displayed the "Kwong Li," the flagship of Admiral Li, fired a salute of 21 guns. There were five other Chinese cruisers anchored beside the steamer. The "Tatsu Maru" affair is now regarded as closed, and little attention was given to the steamer on March 23rd.

THE BOYCOTT.

The attempt by local Chinese to institute a boycott of Japanese goods still continues, but the police are so energetic in the matter that there is little possibility of its making headway. When those responsible for the posters found that these were being taken down by the police, they resorted to another method. The latest plan is to send a man round with a bundle of what looks like letters, but instead of being handed to addressees they are stuck on the wall whenever opportunity offers, which means when there are not too many onlookers. These "letters" bear a more strongly worded incitation to boycott than the posters. The characters have been interpreted as follows: "The Japanese are barbarous to humbug us Chinese. Our Government does not love its people, who, of course, are weeping, and if the Chinese have a boycott of the Japanese immediately, you will see that their annihilation may be expected in a few years hence."

A CURIOUS COMPLAINT.

The following curious complaint has been received by the police: "It is a common thing to any one who could find out those things that injured to the public to report to your Lord. I happened in one day was walking along the Pottinger Street in this month finding that a great strong bad smutch came to my knoss. (It is the smoke of the kerosene oil). At first I think that there must be some house caught fire. But after having made a clear look, wishing to know where these smoke come from. Alas! When I reach off this street's mouth a mashed or wooden house standing there opening for "gramophone" burning several big kerosene oil lamps there within and out up to 11 o'clock on every night. Do you think this good for the "public health"? I hope you will kindly make a walk to this street your ownself on night time and you would find out my written is true if you had been once there. Trusting that you will no doubt to prohibited them not to light any more these lamps. Yours obediently."

SUPREME COURT.

Friday, 29th March.

IN CRIMINAL JURISDICTION.

BEFORE SIR FRANCIS PI GOTT (CHIEF JUSTICE).

THE CONSPIRACY CASE.

The conspiracy case in which four Chinese were alleged to have conspired to defraud a contractor of a large sum of money was opened at the Criminal Sessions. The indictment against the four prisoners was exceedingly lengthy. It set forth that Yuen Fuk Shang, Yin Shin Shan, Chan Kam Tong and Chan Yat Hing were charged with conspiracy and false pretences. There was only one count against the fourth prisoner but there were three counts against the others. The Attorney-General, Hon. Mr. Rees Davies, instructed by Mr. Bowley, Crown Solicitor, conducted the prosecution and prisoners were defended by Sir Henry Berkeley, K.C., instructed by Mr. F. X. d'Almada e Castro.

Before the prisoners were asked to plead, Sir Henry took an objection to both charges of conspiracy and false pretences being based on the same statement of facts and argued that two charges could not be brought upon the same statement of facts.

His Honour did not uphold this view, and the prisoners all pleaded not guilty.

The following jury was empanelled: Messrs. A. B. Moulder, D. B. Murray, P. S. Jameson, A. A. Claxton, T. B. McGuire, J. A. Young, and E. S. Joseph.

The Attorney-General in opening stated that the case was not devoid of humour. The first accused was a broker, the second was a man out of employment and called an expectant official, the third was a youth of about 16 years of age, and the fourth was a shopman. The circumstances of the conspiracy were as follows. The first and second defendants represented to the prosecutor, who was the managing partner in a building firm, that they should start a new firm and that they should subscribe part of the capital, the remainder to be subscribed by the third defendant who was represented as being a wealthy youth. They then arranged a series of dinners at Chinese restaurants at which complainant and the other four men discussed the details of the new business. The scheme appeared to have started on the 7th July last year when the first and fourth defendants asked the prosecutor to join a contractor's and banking business of which the prosecutor was to be manager. Prosecutor was willing to join and the following day the two men took him to a house where they met the second defendant. They arranged to meet at a Chinese restaurant and there the prosecutor was introduced to the third defendant. The five men discussed the details of the business and another dinner took place the following day, and a third was held two days later. On the last occasion it was arranged that the prosecutor should pay \$2,500 as his contribution to the capital of the new firm and it was decided that they should meet on the 15th July at a house to receive the money, and that the whole capital of \$40,000 should then be lodged in the Hongkong and Shanghai Bank. On the day arranged the prosecutor took his \$2,500 to the house named and met the other parties. The second defendant suggested that they should hand their money over to the third defendant, the wealthy youth, and the second defendant handed over a quantity of bank notes and Chinese drafts as his share. The prosecutor was suspicious of those notes and asked to see them but the third defendant seemed to be satisfied and accepted the notes but there could be little doubt but that those were forgeries. The prosecutor then handed over his \$2,500 to the third defendant who put the money in a cash box. After this the parties had tiffin together and everything seems to have gone merrily. There was no doubt that they had a good deal to drink, for the third defendant said he was too drunk to go to the bank. They then suggested a game of fantan which prosecutor was persuaded to join. The fourth defendant however spent the time smoking opium. Afterwards it was made

out that the first and second defendants had lost to the third and they told him as he had joined their business he must share their losses. They induced him to sign an I.O.U. for \$5,000 in addition to the \$2,500 which he had already paid. On the following day prosecutor went to the house where he had met the defendants and was refused admission. He found that they had fled. Nothing was seen of them until October last when the second defendant was seen in the street by the prosecutor, who met the first defendant in the street the following day. They were both arrested, as were also the other two.

Evidence was called in support of the charges and the case adjourned.

Tuesday 24th March.

IN CRIMINAL JURISDICTION.

BEFORE SIR FRANCIS PI GOTT (CHIEF JUSTICE).

THE CONSPIRACY CASE.

The conspiracy case in which four Chinese were alleged to have conspired to defraud a contractor of a large sum of money was continued. The indictment set forth that Yuen Fuk Shang, Yin Shin Shan, Chan Kam Tong and Chan Yat Hing were charged with conspiracy and false pretences. There was only one count against the fourth prisoner but there were three counts against the others. The Attorney-General, (Hon. Mr. Rees Davies), instructed by Mr. Bowley, Crown Solicitor, conducted the prosecution, and prisoners were defended by Sir Henry Berkeley, K.C., instructed by Mr. F. X. d'Almada e Castro.

The following jury heard the case: Messrs. A. B. Moulder, D. B. Murray, P. S. Jameson, B. A. Claxton, T. B. McGuire, J. A. Young, and E. S. Joseph.

The third day's hearing concluded yesterday when the jury returned a verdict of not guilty against all four prisoners. The fourth man, Chan Yat Hing, was discharged, but the others will be tried again on Thursday on similar charges of conspiracy and false pretences.

The defence was a denial of conspiracy or fraud, and that the whole transaction was a gambling affair in which complainant was as bad as the others.

A feature of the final proceedings was that the verdict of the jury was written and with the consent of the court and counsel was read. The jury found that there was no intention of forming a contracting and banking business and that the prosecutor was aware of this, and that the accused were not guilty of conspiring to defraud.

The Attorney-General submitted that the proper course was for the jury to say whether the prisoners were guilty or not guilty of conspiracy as set out in the indictment.

After some discussion, his Lordship asked the jury to retire again and bring in a verdict of guilty or not guilty.

The jury returned a verdict of not guilty, and the fourth defendant was discharged but the Attorney-General said he had further indictments to present against the other three.

The Chief Justice said it would be better if another judge and jury tried the other charges.

The Sessions were adjourned till Thursday.

A NEW BARRISTER.

Sir Henry Berkeley, K.C., moved that Mr. Noel Charles Minchin be enrolled to practice as a barrister. Mr. Home was from the Inner Temple and was a member of the Bar of the Supreme Court of China and Korea.

The Chief Justice said the papers were in order and he had much pleasure in admitting Mr. Home.

Mr. Home thanked his Lordship and retired.

Wednesday, 25th March.

IN SUMMARY JURISDICTION

BEFORE MR. H. H. J. CROWTHER (ACTING PLEASANT JUDGE).

A DIVORCED EX-WIFE.

Miriam Lee claimed from her husband Akber Khan, a clerk, \$110 alleged to be due for maintenance for two years. Mr. Crowther Smith

appeared for plaintiff and Mr. Sergeant from the office of Messrs. Wilkinson and Grist appeared for the defendant.

Plaintiff said that she was married to the defendant in 1904 according to the Mohammedan law. She went to live in the same house with his mother but the latter after a time drove her out. She complained that her husband had not maintained her. She never had enough to eat and he never paid for any clothing for her. A son was born two years ago.

Cross-examined—She lived in Queen's Road with her husband. His mother drove her out of the house and also drove him out.

Defendant submitted the agreement made between him and her father in which it was said that she "would be good" and "would obey him." But she never obeyed him. She was always making rows.

What reason did she give for leaving your house?—She was always out walking. She used to go to Chinese theatres and used to gamble. I caught her several times gambling in Austin Road.

Were you willing for her to return?—Yes, but she never obeyed my orders.

Why did you go to live at Queen's Road?—Because she said she did not like to live with my mother.

Defendant then related how he came home at five o'clock and did not find his wife in the house. When she did come back he asked her to make chow but she only scolded him.

Cross-examined—Did you ever strike her?—No.

Did she ever strike you?—Yes, she struck me with the broom and with the slippers.

His Honour—Is she a Mohammedan?—Yes, she was brought up as a Mohammedan and dresses as a Chinese.

Defendant said he was willing to take his wife back.

Judgment was entered for the defendant with costs.

Thursday, 26th March.

IN CRIMINAL JURISDICTION.

BEFORE THE CHIEF JUSTICE (SIR FRANCIS PI GOTT).

THE CONSPIRACY TRIAL.

Yuen Fuk Shang, Yiu Sui Shin and Chan Kam Tong, who were found not guilty on Tuesday by a jury of charges of conspiracy and false pretences, were again indicted on similar charges to which they pleaded not guilty. The Attorney-General (Hon. Mr. Rees Davies), instructed by Mr. Bowley, Crown Solicitor, prosecuted, and Sir Henry Berkeley, K.C., instructed by Mr. F. X. d'Almada e Castro, defended. The following jury were empanelled:—Messrs. G. A. Engel (foreman), J. Robertson, J. H. Moller, H. J. Coliban, J. Hahn, P. E. F. Stone and J. Clelland.

The Attorney-General asked the jury not to be influenced by anything they had heard or read concerning the previous trial. Proceeding, he said that complainant, Chan Sing On, who was a salesman in the Sincere Company, was introduced to the first and second defendants on 26th October last when they talked about floating a piece goods company. On the next day and the day following they further discussed the matter and it was arranged that complainant was to subscribe \$500 and be manager, and that the first, second, and third defendants would put up the remainder of the capital. Then the parties had a series of dinners in Chinese restaurants and at the last it was decided that the money should be paid on the 6th November, at 58 Hollywood Road. On that day complainant borrowed \$500 from Young Tin Kam and took it to the house stated where he found the two defendants, the third being absent. The first and second defendants persuaded complainant to play fantan with them and with the third defendant in such a way as to cheat No. 3 who had been gambling and losing heavily. The object of this arrangement, they explained, was to get the third defendant's money and put it in the business and so prevent him from losing all his money by gambling. It was arranged that the complainant was to be banker and that he was to indicate to the other two by exposing

his fingers how many cash there were—whether one, two, three or four—and they were to bet accordingly. The third defendant having entered the house, the game was commenced. Accordingly the first and second defendants won the first few games, but then the third defendant staked \$10,000 and won. Complainant declares that a previous arrangement must have been made between the three defendants. He expected the winning number on this occasion to have been two, but one of the defendants must have inserted another cash without his knowledge so that the winning number was three, on which the third defendant had staked so heavily. No. 3 demanded \$30,000 the amount of his winnings from complainant, and took the \$500 which the latter had that morning paid in and also induced him to sign a document which complainant could not read. After that nothing more was said about the formation of the company, and complainant heard nothing further about his \$500.

Evidence was then called and the case adjourned.

Friday, 27th March.

IN ORIGINAL JURISDICTION.

BEFORE THE CHIEF JUSTICE
(SIR FRANCIS PIGGOTT,) AND MR. J.
ORANGE AS ASSESSOR

CLAIM AGAINST THE STANDARD OIL COMPANY.

The full text of the judgment delivered in the action in which Lau Cheung Wood and Lam Choy, contractors, claimed for \$70,000 from the Standard Oil Company for work done and materials supplied at the defendants' premises at La Chikok is as under. Mr. M. Slade, instructed by Mr. Hastings, of Messrs. Hastings and Hastings, appeared for the plaintiff and the Hon. Mr. H. E. Pollock, K.C., instructed by Mr. Atkinson, from the office of Messrs. Deacon, Looker and Deacon, appeared for the defendants.

LAU YOUNG WOOD V. STANDARD OIL CO.

This action has been before me on two previous occasions; and it is material for me briefly to refer to my former decisions in order to make the present proceedings clear. A contract was entered into 3rd April, 1905, after tenders had been called for, between the defendant Co. and the plaintiff, whereby he undertook to construct certain reclamation works for the Co. at Lai Chi Kok, which included a sea wall, two rubble mounds, one on either side, and the necessary filling in behind. The contract was in the usual form, and contained upwards of 60 clauses: among them the usual arbitration clause referring disputes arising therunder to the Engineer of the works, the late Mr. Danby.

Three incidents in the course of the events leading up to this action have to be noted. The first, that a goodly portion of the work on the rubble mounds was destroyed by the typhoon of 18th September 1906; secondly, that a considerable part of the sea wall slid forward on 15th December 1906, and subsequently on 20th January 1907, the contractor was ejected from the works, for an alleged failure to comply with the orders given by the Engineer in regard to the number of men employed on them. An action was brought by the contractor for the value of the work which he had actually performed, on a *quantum meruit*. A summons was taken out by the defendant to enforce the arbitration clause; it was resisted on the ground that the real question in issue being the insufficiency of the original design to withstand the force of the sea, Mr. Danby the author of the design would naturally be a prejudiced arbitrator, and therefore unfit for the discharge of that duty. On the authority of several English cases I held that Mr. Danby was not thereby unfit to act as it had been agreed between the parties he should act. But Mr. Danby had left the Colony, and had put his assistant Mr. Thomas in charge of the works, and it was Mr. Thomas who had ejected the plaintiff. It may seem to be a very technical point, and was referred to as such during the argument of the case: I am not at all sure of this but there was the fact, and there was no getting away from it: Mr. Danby had no right to delegate his powers, and therefore the ejection by Mr. Thomas was a

wrongful ejection, leaving the contractor to avail himself of any rights he had at law.

What those rights were was the subject of a special case, argued before me last July, on which I decided that the plaintiff was within his rights in giving notice rescinding the contract, and that he was entitled to sue on a *quantum meruit*, the form in which he had originally brought his action, treating the contract as gone *ab initio*; and that his right was not limited to an action for damages for breach of contract, that is, for the loss of profit he would otherwise have made.

These two discussions were, from the very nature of the dispute, most vigorously contested; and I came to the trial of the action with my mind full of arguments tending to prejudice my judgment: I am bound to say there was almost as much prejudice against one side as against the other. It is a very great mistake, in my opinion, for the Judge who has to try a case to hear the interlocutory arguments on summonses and motions, more especially when they involve personal matters: But it was inevitable in this case. I have however had the most able assistance from the assessor chosen by the parties themselves, and he has assisted me in my endeavour to banish previous impressions from my mind.

This much said by way of preliminary, I may now more freely deal with the case itself, which presents some curious facts, and interesting points of law. Very clearly, the first question which I have to decide concerns the design for the work—was it defective? So far as the rubble mounds were concerned the evidence is irresistible: they were at a wrong angle, being much too steep: their inclination being 1 to 1½ instead of 1½ to 1; and instead of being properly faced, they were only faced with what is called Java sugar bags, or crates, filled with stones. The theoretical evidence was supplemented by that of Mr. Turner who spoke to their condition when he inspected them in January, 1907; and even the Belgian diver called to speak to another part of the work, could not get his thoughts away from the fact, which had evidently much impressed him, that the mound on the West was much too steep.

It seems to me curious that the design should have been persisted in after the warnings of the Public Works Department, Mr. Chatham, the Director's evidence being also clear theoretically that the slope of the mounds, as well as the facing of them, were bad. I am bound however to point out that the action taken by the Department was insufficient. Without expressing any definite opinion, I will content myself with saying that in the circumstances it appears to me doubtful whether the idea of ultimately refusing the lease could have been carried out. The only and proper course which seems to me to have been open was for the Department then and there to have applied to the Court for assistance to compel the work to be carried out in accordance with plans and the law.

The question of defective design does not touch the sea wall, for the slope of the *pierre perdue* was at the proper and effective angle of 1½ to 1. The contention of the defendant was that the *pierre perdue* was faultily constructed. A considerable amount of evidence was given on this point. It was said that the slope had not been properly observed; the contractor's divers not having done their work of filling in cavities and of trimming properly. A good many sectional plans in the progress plans were put in evidence shewing that the slope was not very truly observed, in some places being above, and in others below the true line. Evidence was also given to show that the contractors never properly superintended the divers by conducting soundings themselves. And this was supplemented by the evidence of the diver, who inspected on 13th December, 1906, and who described in what I may call the language of Jules Verne, the chasms, almost caverns, where a diver fully accoutred could walk at ease, which existed in the lower half of the slope. He knew Chinese methods so well that he insisted that the upper half, where it could be easily inspected, was quite well done. But what had happened was that a considerable portion of the wall 40 feet, had slipped forwards and downwards—17 feet out, and 5 feet down: there were cracks in the wall, but it was not broken

up; it had not in fact collapsed. Mr. Thomas very frankly admitted that if the *pierre perdue* had been as described by this witness, a collapse would have been the result, and not a sliding forward; and with regard to his own evidence he also candidly said that there was no part of it which he could connect as the cause, with this sliding forward. The inference is obvious that there has been much exaggeration as to the bad work; and that however much the true line may have been deviated from in the dumping of the stones, this did not contribute to the sliding forward of the wall. It is curious that the worst of the sections—17—on the progress plans was at a part of the wall which did not give way. Finally, and this is material not only on the general aspect of the case, but also in connexion with the *quantum meruit*, no evidence was given to show that the new contractor had been required to do anything or had done anything to remedy the defects of the *pierre perdue* although the diver had reported so unfavourably as to its condition. The defendants have adopted it, chasms and all, for their new work.

The next point is very intimately connected with the last—the imperfect way in which the filling in behind the wall and mounds was carried out by the contractor. Much emphasis was laid on the existence of the ditch, behind the wall, full of water, 80 to 100 feet wide and several feet deep, in which boats could come at high water, and behind the west mound, of 10 feet broad and 10 feet deep. It was said that the contractor had been repeatedly told to fill these in, and the suggestion is obvious that if they had been properly filled in the mounds would have withstood the typhoon, and the wall would not have slid forward.

The whole question as to the wall is covered by the fact which is quite clear, that part of one of the clauses (32) of the contract was never intended to be carried out, and the other (59) was misunderstood. The filling in was done, as it must be and always is done, from the shore to the wall, and not as Mr. Thomas thought he could insist, from the wall to the shore: and it was proved that proper backing of brick rubbish immediately behind the wall was put from the sea, and that the so-called ditch or space behind the wall however large it was or how full of water, was the inevitable result of the work properly and regularly done.

The evidence with regard to the filling in behind the mound, as to the bulging of the mound, and time required for repairing it, are not sufficient to enable the assessor to advise me whether the contractor was at fault in this respect.

I have felt bound to put to the assessor this further question, as the contractor's negligence has been raised: what in your opinion was the real cause of the slipping of the wall? His answer is—the design was unsuited to the work required, and there should either have been dredging, or the *pierre perdue* should have been weighted.

This brings me to the *quantum meruit*: which means simply that work has been done, has been made use of, and has to be paid for.

The questions merely are has the work been done? What is the value of it? The principal question affected by these questions is of course the sinkage, as to which these questions arise: Was it 10 feet under the sea wall? What was it along the mounds? What amount of stone was put in? What price, if any, is to be paid for it?

Mr. Turner's evidence is uncontradicted so far as the sea wall is concerned, and it was taken in the only way possible, by soundings in the proximity of the toe of the mound. The assessor is of opinion, and I am satisfied that it was 22 feet at its greatest depth. The amount under the mounds was agreed between Mr. Turner and Mr. Thomas. As to the amount of stone I have no difficulty in accepting the books as evidence under section 22 of the Evidence Ordinance, they are regularly kept in the course of business the figures are corroborated in a remarkable manner: they are probably true records, all other considerations apart. I am therefore satisfied that 11,431 cubic yards of stone were actually used in sinkage and rubble mounds, whether it can all be claimed for remains to be seen.

The corroborative figures are
11,431 Mr. Turner's estimate for sinkage;
19,754 *pierre perdue*. [According to Mr.

Blood's evidence, which has been adopted, and allowing for the correction of datum level, but not for the 10 feet error in line which must be considered separately.

15,232 rubble stones in mounds

73,419 ; leaving a quantity of 8,194 cubic yards of stone to be accounted for. So far as their amount is considered it can all be claimed for, on the *quantum meruit*, at the price to be fixed by the assessor. I allowed an amendment of the claim, which was originally for only \$46,637.94 plus \$20.00 and interest by adding a further claim practically in respect of the sinkage which would bring the claim above the amount of \$71,000 claimed on the writ. A very legitimate point was made by the defendants in connexion with the delay in making this claim, and it was strongly argued that it was an afterthought. But up to the limit given by the claim on the writ the amendment was a proper one to ask for; though it naturally made us scrutinise the stone books with additional care. I must now deal with the arguments which were put forward on the other side.

Clause 50 of the specification provided that "no payment will be made to the contractor for sinkage, and he will have to satisfy himself as to the amount which is likely to take place, no allowance will be made him for anything below the present ground line." And the estimated quantities on which the tenders were made had this item "pierre perdue (exclusive of sinkage) for sea wall 16,815 cubic yards".

The defendant's contention was that as there was to be no allowance for sinkage, the price meant price for *pierre perdue* alone, and therefore no claim could be made in respect of it. In other words that the defendants were to get it for nothing under the contract, and therefore they were to get it for nothing under the *quantum meruit*.

But the meaning is plain : the contractor is to take the risk of sinkage, to estimate it for himself, and charge accordingly: and if there turns out to be more than he estimated that is his own lookout, he will have no allowance for it. The fact that \$1.50 was charged in the first tender satisfies the assessor that sinkage was allowed for at first: and that \$1.70 was subsequently charged for shows that it was much more than was first imagined, and as this figure was accepted, the reason must have been known to both parties: though perhaps each kept his own counsel. The story of the soundings attempted but not made on the rough day, with Mr. Lambert, and the imaginary 4 feet, is probably one of those myths which grow round facts, when the brain has been long worried with a law suit.

The result is this—Instead of paying under the contract for 16,815 cubic yards at \$1.70 without regard to the amount of sinkage, the defendants have to pay on the *quantum meruit* for the number of yards actually allowed as at the price fixed by the assessor. The defendants have got what they want, and what they must have, and therefore must pay for, at its real value.

Now as to the amount of stone to be paid for. Much as Mr. Slade contested the point, I am of opinion that the basis of the *quantum meruit* is still the contract, in spite of what has been called for convenience its rescission. It is not, as will be presently seen, a practical question in this case, and therefore I do not consider it necessary to elaborate the question at any length. I have no doubt that the contract must be looked to to determine what the true limits of the stone dumping were, and that for the stone dumped beyond those limits the plaintiff cannot recover even on a *quantum meruit*. You cannot infer or imply the promise, involved in the *quantum meruit*, when the circumstances in which the work was performed furnish its direct negation. We must also look at the contract to decide the question whether the plaintiff can recover in respect of the stone used in the erroneous line. He undertook to set it out, and no *quantum meruit* can arise out of his own mistake. But here, owing to the alteration of the section of the wall, one of the stone dumped in what has been called the "10 foot error in line" has been absorbed in the new *pierre perdue*, and therefore there is an implied

contract to pay for it specially arising in regard to it. Out of the 8,194 cubic yards of stone still unaccounted for some are absorbed by the new *pierre perdue*, and some by the new sinkage under it. I cannot however allow for stone dumped outside these limits, even though its presence may strengthen the sea-wall. I cannot be compelled to pay for work which is voluntarily done, even though it may benefit me, unless I have a chance of rejecting it, and have not done so. These figures the assessor computes at 1167 cubic yards of *pierre perdue*, which is half the amount used by the alteration in the line, and 2852 for sinkage under it: which added to 73,419 already allowed for, makes 77,438 cubic yards to be allowed: I must note that if to these figures are added 2773 cubic yards, the differences between Mr. Thomas' quantity for sinkage, and Mr. Turner's, agreed to by the latter and 1166 for the disallowed half of the alteration in line, the contractor's figures of 8,194 cubic yards still to be accounted for, leave only 236 cubic yards for loss, and therefore I am justified in having taken the stone books as accurate.

As to the price, I have taken the stone books for the quantities used, I must take them also for the prices on which the price to be paid for them is to be based. This shows an average of 65 cents per cubic yards: and making an allowance for 3 cents for divers, and 3 cents for foreman and 20 per cent profit the assessor thinks that 85 cents per cubic yard should be allowed: that is a price free from all sinkage and other risks and it seems to be a reasonable price. The assessor allows 90 cents for the rubble mounds. The 20 per cent profit is taken from the contractor's own evidence to the amount of profit he expected to realise: 20 to 30,000 dollars on a contract of \$14,000. I think the plaintiff is not entitled to recover the \$1400 paid to Mr. Danby for setting out the line because that must be looked at as part of the general expenses covered by the profit. Generally I may say that the figures allowed by the assessor on all the other items include a profit of about 20 per cent. which in a *quantum meruit* as in payment under a contract, must cover all incidental expenses and financing.

There are three groups of items in the claim which the assessor has to deal with, and the figures will be given specially hereafter. A few points only have to be mentioned in connexion with them. I must say here that the defendant is at a disadvantage, because owing to Mr. Danby's untimely and much regretted death his own estimate of what he intended to allow lacks his own defence of it. One thing however is clear that if he did not intend to make an allowance for the *quantum meruit* involved by the change of the Ordnance datum line, as would appear from Mr. Thomas' refusal to allow it, he would be wrong. For the most part therefore I accept on the assessor's advice, Mr. Blood's scheme of figures, Column A in Exhibit 27.

With regard to the materials on the site: I accept Mr. Thomas' figures 12% instead of the 9765 stone broken up for concrete and also 7% instead of 5% for bidding stones, for the reasons given by Mr. Thomas.

With regard to the plant on site, this can be dealt with on a clear principle. The figures estimated by the assessor for the *quantum meruit* are on the same basis as if they were contained in a contract: that is to say they include the outlay made by the contractor in earning his profit. But they would ultimately belong to the contractor, and the new contractor used them, and therefore he, that is, his employers the defendants, must pay for the hire. But this involves too fine a calculation, as many of the things will be worn out by the time the work is completed, and therefore the present value must be paid for. The assessor has suggested that a lump sum should be paid for these things, and he fixes it at \$1500, irrespective of the overseer's house which I agreed to. So far as this house is concerned, \$1500 was the sum originally mentioned in the tender for the house as per contract plan. The striking it out of the tender was clearly done in order to bring the total down nearly to \$1400, and therefore that must be the basis of the valuation. I accept however Mr. Thomas' statement that, as built, it was not up to the plan: and in the circumstances in which it was built this is more than probable. The assessor allows \$1500 on this item. If I

had to go by the contract, I should put upon clause 10 of the Specification a construction which would result all through this claim in the same figures.

I turn now to another branch of the subject. A number of English decisions were referred to, and, although I have a doubt on the question whether they are applicable, I shall deal with them as exhaustively as possible, so that the time which has been devoted to their consideration may be turned to the profitable use of serving as a guide to contractors and others in the future. All the questions with which I have to deal may be referred to as arising under the counterclaim.

I think it cannot fail to have struck even the learned Counsel who relied on these cases, how very inapplicable many of them seemed to be, on the face of them to Chinese contractors. Now of course English decisions must be followed in this Court if they are applicable to the circumstances which come before it. But a great part of elaborate superstructure of argument which those cases have reared on the building contract depends on what is common knowledge or common understanding among contractors and their employers in England. To take a recent case decided in the Court of Appeal in 1902, re *Ford and Benrose's Arbitration*, the whole judgment depends either on well-ascertained practice and some other fact which is also well-understood. Are those things equally well ascertained and understood among the Chinese and the Europeans in this Colony? It by no means follows. I am anxious not to lay down too startling a doctrine, but I have had this question present in my mind ever since I have presided in this Court. Is the whole of the elaborate case-law of England applicable to the circumstances of the Colony? English law is only in force here under the Charter in so far as it may be applicable, and when I come to a series of decisions, the key note to which is the custom or practice of a certain class of people who enter into contracts in England, I hesitate to apply them as of necessity to the people in Hongkong. These cases are for the most part a highly elaborated structure reared by custom and practice, but resting at bottom on the intention of the parties, the basis of contract among all peoples.

That the principles of the English law of contract extend to Hongkong there is of course no doubt, and that decisions given in England since the Charter, in so far as they expound those principles should be applied here is equally clear. But there the certainty of application ceases, and when, as I say, I find the intention of the parties expanded so as to include customs and practice well understood in England, I am bound to pause and enquire whether those customs and practice are so well-understood in this Colony. It will be said that I set myself a difficult task: fortunately in this case I have an assessor fully conversant with the whole matter with which this case deals, and I think there will be no difficulty in arriving at a sound conclusion. I referred to this question during the argument, and Mr. Pollock very pertinently asked—What are solicitors to do in advising their clients, if they are not to follow English case-law? for it would seem as if this principle which I am endeavouring to make clear would send them adrift from their moorings. I think the answer is simple. In drawing up a contract where one of the parties is a Chinese, they must try and ascertain the real intention of the parties, "parties" in the plural. I cannot help thinking from cases which have come before me that a Chinaman's intention is very often assumed to be that which is in the mind of the European with whom he is contracting. Take the simple facts connected with the entering into this contract. The agreement between the parties was come to on the strength of certain documents, the contract is signed afterwards. The contract contains a number of clauses, some of which are unintelligible even in English, and must be meaningless jargon when translated into Chinese. How is it possible to bind the contractor rigidly by the terms of that contract, and moreover to those terms as expanded and explained by the English decisions? It seems to me impossible: This does not mean that the contract is to be torn up, only that we must be a little more careful in endeavouring to ascertain the real intention of the parties. I am glad to-day that my assessor finds nothing in this principle which

would work unjustly to the profession to which he belongs, or to the interests of those who avail themselves of their services.

Now to put this into practice, it was very strongly urged upon me on the authority of English case-law, that the quantities which were given to the contractor by the Engineer before tendering are not to be taken as part of the contract, but are only as an estimate: that it is the contractor's duty to look out for himself and work out his own quantities: and that as the Court of Appeal said in *re Ford and Benrose's Arbitration*, there is no warranty by the architect or the architect's employers that they are accurate.

I must interpose this remark,—That this doctrine is, so far as I can see, not the doctrine laid down in Thorne's case: what was there decided was that an action would not lie against the principle on an implied warranty that the architect's plan was capable of execution: but I certainly understand the Lords to say that they did not decide that the contractor could not have sued on a *quantum meruit* for the extra work entailed by the necessary change in the plans owing to their insufficiency, if he had taken the proper steps to do so. The action on the supposed warranty seems to have been an ingenious legal argument devised by one of the cleverest lawyers at the Bar, Mr. Benjamin, in order to get the contractor out of the difficult position in which he had placed himself. However this may be, there seems no doubt from subsequent cases that in English law the quantities as supplied by the architect or engineer are held to be no part of the contract. Learned Judges have created the duty on the contractor to ascertain the true quantities for himself. I have looked through many judgments, but I do not see in any one of them this consideration—which seems to me a practical one—What is to happen supposing that one of the tenderers, more wary than the rest, works out the quantities for himself, finds them, say, two million cubic yards wrong, as was the fact in one case, and tenders accordingly? I think it may be assumed that his tenders would not be accepted, but that of some other contractor who had relied on the architect's quantities: he would come to grief instead of the other man, and the same action would be brought by another plaintiff and so through the whole lot of tenderers. The law worked out at home seems, with great respect to those who have elaborated it, illogical and unpractical: but, as Sir George Jessel once said "Such is our law." But turning to this contract, entered into in the circumstances which have been laid before the Court, I do not believe it falls within this principle even as it stands: I am certain it does not if I apply to it the somewhat novel theory of the application of English law in the Colony which I have elaborated above. But in order to set all doubt at rest I put these questions to the assessor:—Is it a well ascertained practice in entering into these contracts with Chinamen in Hongkong, for the tenderers to rely on the architect's or engineer's figures in the bill of quantities? Is it well understood that the bill of quantities is intended to be an accurate representation of the amount of material required? His answer to both is Yes. The result would be that the contractor could sue for extra materials and work for the excess. And this is justified by Mr. Danby's own estimate of what he proposed to allow the contractor for the error in the estimate of quantities for the rubble mounds, which was far in excess of that estimate. (Column C of Exhibit 27) The English cases bear on three different parts of this dispute. First, the error of quantities for the rubble mounds, which I have already dealt with: secondly, the liability of the contractor to repair these mounds which were practically destroyed by the typhoon in September 1906, thirdly, the liability of the contractor to set up the sea wall after its sliding forward. I take the second point—Was the contractor liable to repair the rubble mounds after they had been knocked to pieces by the typhoon? The *Brecknock and Abergavenny Canal Case* was relied on. There was in that case a covenant to build a bridge in a substantial manner, and a special covenant to uphold and keep it in repair for seven years, which clearly means after completion. The bridge was broken down by an extraordinary flood, and Lord Kenyon held

that the contractor was liable to re-build under his contract, because this sort of loss was in contemplation of all parties. The contractor had not been far-seeing enough that was all. There was no defect in plan or in the carrying it out, the extraordinary flood was the cause of the disaster. And in *Jackson v. Eastbourne Local Board* where there was a contract to build a sea-wall, it was held that the contractor and not the employer takes the risks of interference with the work while in progress by the action of the wind and waves, because these are the risks incidental to the complete performance of the contract in the ordinary contemplation of all parties. I gather that this view would have been taken independently of the special clause dealing with the sea and weather damage. And it is quite intelligible. If a man contracts to build a high chimney he can't make claim because the top is blown off by a gale of wind before it is finished. But those cases seem to me to have no application to the present. The rubble mounds were destroyed because, as I have already found, they were of an incurably defective design. That certainly was not a risk incidental to the complete performance of the contract in the ordinary contemplation of the parties: and this fact also takes the case out of the *Brecknock Bridge Case*. Clause 4 of the contract was relied on: "The contractor shall be responsible for all injuries caused to the works by any inclemency of the weather, and shall reinstate all such damage and thoroughly complete the works." The answer is plain: tested, as it should be tested, by the principles of the law of torts, the inclemency of the weather was not the "cause" in the legal sense of the injury to the mounds, but the defective design. And so far as the maintenance clauses are concerned, clause 2 operates during 9 months after completion, and clause 1 can only apply in the case of risks contemplated by both parties: and I am clear that to maintain works which are inherently defective owing to the design being defective was not such a risk.

Here again we must look at Thorne's case; but I do not think it applies. For the contractor here, suing on a *quantum meruit*, is doing precisely that which Lord Cairns thought was a possible course open to the plaintiff, and as to which he declined to express any opinion. But again if I am wrong in this interpretation, I do not think the circumstances fit into that one at all. Much emphasis was laid by the Lords on the possibility of the contractor himself, by his two capable engineer, testing the feasibility of the Cubit plans, for the fullest information as to materials and construction of the caissons was given, and there was a clause in the special case that the difficulties of execution might have been discovered by the contractor's own engineer. But here there is a point which I am not at all sure an English contractor might not rely on. By law these plans should have been approved by the Public Works Department, the fact that they were allowed to go on should be a reliable indication, almost amounting to a guarantee, to the contractor that they were sufficient for their purpose, certainly that they were not so inherently defective as it now transpires from the evidence of the Director, he himself thought they were. If again I am wrong in this, then I revert to that question of the application of English law, and I put this question to the assessor. Is it the well-understood practice of Chinese contractors to rely on the architect's or engineer's plans as being of sufficient stability for the work they are designed to perform? His answer is Yes. There comes the third point with regard to the sliding forward of the sea-wall. I put these questions to the assessor. Was this disaster due to bad workmanship? His answer is No. And the question whether the disaster was due to inherent defects in the design of the wall and its pierre perdue mound has already been answered in the affirmative, because in the assessor's opinion sufficient precautions were not planned by the engineer to ensure its stability.

These answers make the case of the sea-wall identical with that of the rubble mounds, and the same principles must be applicable.

One or two other cases were cited to which I must refer. The *San Paulo Railway Case* is a peculiar one, the points to be specially noted

about it are that the contractor undertook to make the railway from terminus to terminus, and not to do certain works. He undertook to do it for £100,000, the amount which had been fixed by the Brazilian Government guarantee, and the company was formed on the express basis of that guarantee, and so was the contract. The question was whether the Company should be made to pay more because the architect who had made a mistake of 2 million cubic yards in his quantities had said that the extra cost should be paid. The Court of Chancery held that the Company was not bound by this vague promise any more than in *Scirene v. Pask*, the employer was not held liable for additional work because his architect had in the course of conversation given his builder whom he had to engage some inaccurate quantities. *Bottom's Case* bears on another branch of the claim—the sinkage. The contractor there was negligent enough not to make an examination of the soil in which he had undertaken to construct a drain. Being spongy it turned out impracticable at anything approaching his contract prices. That was clearly his own fault. This case is important in view of what I have already said about the application of English law in this Colony. As clearly as I have held the other cases inapplicable, so clearly should I hold this case applicable. The Chinese contractor being told, or even without being told, to find out sinkage for himself, must do so at his own risk. And if the action has been on the contract he could not have recovered anything specially for sinkage, but only for the *pierre perdue* at his contract price, \$1.70, in which he has in fact allowed for sinkage.

The last case I should refer to is one which was not cited—*Bush v. Whitchurch Trustees* (Hudson II p. 121) where a general principle is laid down which, if it were necessary to apply it, seems specially applicable to this case—

"Where the circumstances contemplated by a building contract for works are so changed as to make the special conditions of the contract inapplicable, the contractor may treat the contract at an end, and recover upon a *quantum meruit*." I think when the defective nature of the designs was made apparent by the typhoon that the original conditions of the contract became inapplicable, to adopt Lord Esher's language, the conditions of things had been so greatly altered "that it was not reasonable, or right, or fair, or just to hold that the original contract was made with regard to those circumstances." With regard to this action I content myself with adopting this language of Lord Esher. I wish too that the contractor's offer to compromise had not been introduced. The man was in a panic at the accumulation of disaster; the other side were pressing him with regard to rights which they did not possess, he did not know his own rights, which he has at last arrived at after much arduous argument.

I said before I began to examine the English cases that their application depended from the counterclaim. I must now go back to that point.

Putting the application of these cases out of the question for the moment, the counterclaim in so far as the part which is not abandoned is concerned is rightly conceived in principle, because the rescission of the contract by the contractor, although justified, does not relieve him of any liability which he has incurred under it whilst it was in existence. Therefore if he had been liable in respect of any of the matters which I have dealt with, or in respect of any other matters, prior to the ejection from the works and consequent rescission of the contract, he would still remain liable. I must therefore go through the counterclaim. It is rather a complicated process as there is a curious slip in drafting.

The defendants counterclaim for \$26,879 and \$5,729 which sums are referred to in paragraph 11 of the Statement of Defence. The second amount which was for the penalty of \$75 a day for overtime, has been abandoned as a necessary result of my judgment on the special case.

There remains the claim of \$26,871 which is reduced (as we make out) to \$13,234.45, on account of the allowance which must be made in respect of the new slope to be given to the pierre perdue in the new contract. This amount is arrived at by charging the

contractor with the increased cost with which the defendant Company has saddled by the new contract which they say they were obliged to enter into in consequence of the plaintiff's failure to perform the old contract. But paragraph 11 of the Statement of Defence refers to two independent acts of alleged negligence which are not linked.

The first is the negligence referred to in paragraph 3, that he had deliberately neglected to put sufficient men on the work so as to continue the same with reasonable expedition, "after due warning from Mr. Thomas that the ejection would be the result of that negligence." It does not follow that because the ejection was bad that therefore there was no negligence as specified if that is proved. The assessor is of opinion, and I am satisfied, that there were not sufficient men on the work as alleged. There was an abundant excuse in the catastrophes, and the arbitrary insistence by the Engineer and Mr. Thomas on rights which they did not possess.

The damages would therefore be nominal. Then paragraph 11 of the Defence goes on to set up another case of negligence, not referred to in paragraph 3, not repairing the damage caused by the typhoon. But this I have found not to have been the contractor's duty; and therefore there was no negligence. And in view of what Lord Cairns said in Thorne's case, as to the possible alternatives which the contractor might have adopted, one of which was to decline to go on with this part of the work, I am not prepared to hold that the contractor was bound to go on with the work and claim on a *quantum meruit* afterwards. This ground of negligence therefore fails. No claim is made in respect of the non-repair of the sea-wall.

I award the nominal damages of \$10 to the defendant on the counterclaim, but in view of the circumstances, specially the insistence on unwarranted claims, without costs. Deducting this amount, Judgment will therefore be for the plaintiff for \$51,077.42, with all costs, other than the defendants of the counter-claim including those which have been reserved in the interlocutory proceedings. This amount includes \$200 for return of security money, and \$600 for agreed interest.

IN SUMMARY JURISDICTION.

BEFORE MR. H. H. J. GOMPERTZ (ACTING PUISNE JUDGE).

A CARELESS WASHERMAN.

Thomas Petrie sued Sai Yik, a washerman, for \$15 for damage done to two blouses. Mr. S. Dixon, from the office of Mr. R. Harding, appeared for plaintiff.

Mr. Petrie stated that the blouses were sent to defendant's place on the 19th January to be washed. They were new blouses, having just been bought, but when they were returned one was split across the back and the other was mutilated. When the matter was brought to the notice of defendant he offered \$2 which was refused and when he was asked to see plaintiff to discuss the matter he ignored the message.

Defendant pleaded that he did not know in what condition he received the articles.

Judgment was given for plaintiff for \$15 and costs.

APPOINTMENTS.

The following appointments are notified in the Gazette:

His Excellency the Governor has been pleased to appoint, under Section 2 of Ordinance No. 5 of 1900, His Honour Mr. Justice Gompertz to be Chairman of the Squatter Board during the absence on leave of His Honour Mr. Justice Wise, or until further notice.

His Excellency the Governor has been pleased to appoint Lieut-Colonel Dumbleton, R.E., to represent the Royal Hongkong Golf Club on the Wong Nei Cheung and Queen's Recreation Grounds Committee (see Mr. D. B. Murray).

His Excellency the Governor has been pleased to re-appoint provisionally and subject to His Majesty's pleasure, the Honourable Dr. He Kai, M.B., C.M., C.M.G., to be an unofficial member of the Legislative Council for a further period of six years with effect from this date,

HONGKONG REGATTA

The regatta promoted at the suggestion of His Excellency the Governor and carried through by joint committees drawn from the R.H.K.Y.C., the V.R.C., and the C.Y.C., took place at Causeway Bay on March 28th. The weather was favourable, and the attendance was large, H.E. the Governor and Lady Lugard being present during the greater part of the afternoon. The sport was good, but the events dragged somewhat and the selections by the band of the Cameron Highlanders and the stirring strains of the pipe band were exceedingly welcome in beguiling the tedium of the afternoon. The officials were:

Patrons: H. E. The Governor, Sir Frederick Lugard, K.C.M.G., etc., H. E. Vice-Admiral Sir Hedworth Lambton, K.C.B., etc., H. E. Major General R. G. Broadwood, C.B.

Stewards: Sir Henry Berkeley, K.C., Hon. Sir C. P. Chater, C.V.O., Col. C. H. Darling, Hon. Mr. W. Ross Davies, Mr. A. Denison, Major G. M. Evans, Mr. H. E. R. Hunter, Col. H. E. Kent, Capt. F. W. Lyons, Hon. Mr. F. H. May, C.M.G., Hon. Mr. H. E. Pollock, K.C., Lt. Col. M. S. Riach, Mr. H. Scott, Major E. W. R. Stephenson, Commodore R. Stokes, Hon. Capt. Basil Taylor, and Mr. A. Turner.

Committee of Management: Hon. Mr. H. Keswick, Chairman; Messrs C. E. H. Beavis, C. McF. Messer, judges; Messrs C. H. Grace, W. H. Potts, umpires; Lieut. C. Backwith, R.N., Messrs F. Lammert, E. M. Hazeland, and A. Rodger.

Major A. Chapman, hon. treasurer.

Lieut-Col. H. Broke, hon. secretary.

For Yachting Events, Messrs A. Devison and L. Guy.

For Naval Events, Lieut H. J. Tweedie, R.N., Lieut. Com. G. C. Dickens, R.N.

The course for light boats was inside Kelle Island, from the rock at the foot of Heard Street in Praya East to a line off Messrs. G. Fenwick & Co's reclamation at Bay View, and marked on both sides by buoys. The course for naval boats was outside Kelle Island from a marked line near the Red Hand buoy to the end of the Dutch Langkat C's oil pier. The results were:

Junior pairs, open to all not competing in open pairs or Hongkong Challenge Cup—1, V.R.C. (A. V. Barres, J. A. S. Alves, C. M. S. Alves); 2, V.R.C. (J. Cruickshank, H. Rapp, F. Crawford). Four boats entered. The C.Y.C. at the last decided to put in only one crew instead of two, but though their boat came home first the stewards ruled against it. Both first and second places were secured by the V.R.C., there being a good struggle between the two. The Telegraph men finished last. Time 8m 37s.

Naval gigs and whalers 1, King Alfred, 2, Alacrity, 3, Kent. Ten service boats participated, but the winning crew had little to fear from the others.

The Hongkong Challenge Cup, open to crews representing any amateur rowing club 1, Canton R.C.; 2, V.R.C. Canton won by about four lengths. The R.H.K.Y.C. struggled hard for second place but could not get past their local rivals. Time 7m 17s. The winning team was as follows: R. Johnson, W. Cabaniss, F. C. Herb, W. Imhof, and E. Schroeder.

Yacht Race, A. For all yachts below 24 foot rating by any rule of the Y. R. A. since 1900, except the Corinthian Yacht Club one design boats. Course—From a line between a flagstaff in the enclosure and a flagboat moored to the North of it, round the Lyesman Beacon (port), Kowloon Rock (port) markboat on starting line port, and Channel Rocks starboard 11 miles—1, Kathleen (R.E.Y.C.); 2, Vernon (Mr. A. Denison); 3, Colleen (Hon. Mr. Pollock).

Yacht Race, B. For one design boats of the Corinthian Yacht Club. Course—From the line as before round the Channel Rocks port, Kowloon Rock port, mark boat on starting line port, and Channel Rocks starboard, nine miles—1, Asthore (Messrs Rodger & Witchell); 2, Spray (Mr. Parman); The other starters were Gael, Trinette, Joaz, Ariel, Thecla, Meta, Fas, and Doris.

Motor boat race handicap. Course eight miles with seven complete turns—1, Feilung, 2, Bridgeport, 3, Kelvin. The other competitors

were Thistle, Nellie, Vital Spark, Daisy and Meta. Two Feilung belonged to Messrs. Ulderup and Schlater, Hongkong.

Soldiers' Club Challenge Cup, open to European garrison by regiments or corps, rowed in six oar gigs. 1, 87th Co. R.G.A.; 2, 87th Co. R.G.A. The Royal Engineers boat came in first but was disqualified for taking in water.

The Nathan Challenge Cup. For four oars, limited to residents of Hongkong, each crew to be drawn from a single unit, which is defined as a Regiment, a Ship, a Corps, the Volunteers, a Firm, or any other body of gentlemen working together at the same profession or calling. If any of the above units are not strong enough to provide a complete crew, then any combination of two similar units may be made. A Club is not included in the definition of a unit. 1, Civil Service (H. L. Garrett, W. B. Stanton, E. W. Carpenter, F. A. Biden, and A. J. Darby); 2, H. M. S. King Alfred (Lt. H. Tweedie, Mr. Morris, Eng. Lt. Edwards, Eng. Lt. Musters, and Mid. Francis). The third competitor was the R. E. Time 7m. 41s.

Men of war cutters 1, H. M. S. Kent; 2, H. M. S. King Alfred. Nine service boats entered. The No. 3 crew of the Kent finished first but was disqualified.

Open pairs, as for H. K. Challenge Cup—1, Canton R.C. (F. C. Herb, W. Imhof, and E. Schroeder); 2, V.R.C. (J. D. Niven, L. A. Musso, and F. Crawford). Canton won easily. Two R.H.K.Y.C. did not perform up to expectations. Time 8m 25s.

Officers' gigs and whalers, open to officers of the fleet—1, H. M. S. King Alfred (midshipman); 2, H. M. S. King Alfred (ward room). The Kent boat was third.

Junior fours 1, C.Y.C. (J. Forbes, C. J. Cooke, D. Macrae, G. Macfarlane, and R. C. Witchell); 2, V.R.C. (J. Cruickshank, R. L. Bridger, T. H. Brayfield, H. Rapp, and A. Cox). The R.H.K.Y.C. was again out of it Time 7m. 16s.

Torpedo boat destroyers whalers 1, H.M.S. Virago; 2, H.M.S. Jants; 3, H.M.S. Hart. A very exciting race, the three boats mentioned keeping together all the way, only separating a little near the winning post. H.M.S. Whiting was a good way behind.

The Hon. Mr. Keswick asked Lady Lugard to present the prizes, and after Her Excellency had done so, Lieut. Colonel Broke presented her with a handsome bouquet of flowers. Three hearty cheers, followed by the usual tiger was given for Lady Lugard and with this the proceedings terminated.

CHARTERED BANK DIVIDEND.

Mr. W. Gibbon, local manager of the Chartered Bank of India, Australia and China, on March 16th received the following telegram from the Head Office—

"At the approaching meeting of shareholders the Directors will recommend a dividend for the past half year at 15 per cent. per annum, free of income tax; that £5,000 be written off Bank Premises Account, that £50,000 be placed to Reserve (which will then stand at £1,725,000), that £120,483; 14 9 be carried forward as undivided profit, and that a bonus of 10 per cent. be paid to the staff of the Bank."

DEPARTURE OF ADMIRAL MOORE.

The booming of big guns from the war ships in the harbour on March 1st, just before one o'clock, announced the departure of Admiral Sir Arthur Moore. Shortly after 12 o'clock he left the "Alacrity" and boarded the P.A.O.'s "Marmora," and as the steamer moved off from her moorings the cruisers fired a parting salute. Admiral Moore is accompanied home by Flag-Commander A. V. Vyvyan, Flag Lieutenant W. L. Nicholson, Charles H. Howe, Admiral's Secretary; Wm. D. T. Morris, J. C. Boardman, Lewis A. da C. Ricci (clerk to Secretary), Captain Cecil F. Thursby, Commander E. la T. Leatham, Captain Charles L. Vaughan Lee, Surgeon Percy M. Rizzi and Fleet Surgeon J. Chambers. Vice-Admiral Sir Hedworth Lambton hoisted his flag on the "King Alfred" on Saturday morning and was accorded the usual salute.

THE SHANGHAI GENERAL CHAMBER OF COMMERCE.

ANNUAL MEETING.

The annual general meeting of this Chamber was held at Shanghai on March 16th. There were present Mr. W. D. Little (Chairman) and representatives of Messrs. Scott, Harding & Co., Olivier & Co., "North-China Herald," Chartered Bank, Dodwell & Co., Gibb, Livingston & Co., Melchers & Co., Reiss & Co., Wisner & Co., Siemssen & Co., R. Haworth & Sons, Jardine, Matheson & Co., and Butterfield & Swire.

The notice convening the meeting was read by the Secretary.

The Chairman—Gentlemen, the report and accounts have been in your hands for some time, and with your permission we will take them as read. We have to thank Mr. Beswick for auditing the accounts. The membership is the same as on December 31, 1906, namely 136. The Conservancy of the Huangpu progresses, and although recently subjected to some criticism will, I venture to believe, continue to develop satisfactorily. Currency reform and Trade Marks Regulations continue to form the subject of discussion, but would seem to remain far from attainment. The imitation by the Japanese of well-known trade marks and the defects of the Japanese registration laws have been the subject of some correspondence and will doubtless have the earnest attention of the incoming Committee. A recent Reuter's telegram stated that it was understood in London that an agreement would shortly be concluded with Japan for the protection of British trade marks. We await with interest some further advices on the subject. At the last annual meeting your Chairman closed his remarks with the observation that the year 1906 had not been remarkable for any particular incident, but the depression in piece goods and shipping had been marked and the general result dull. The main features of 1907 has been severe losses in import and export. The current year shows improvement in prospects in some directions. Stocks of staples, articles of import have been reduced, but in all kinds of fancies stocks are still excessive. The credit system inaugurated in recent years at a great northern port, which formerly drew its supplies largely from Shanghai, seems likely to be abandoned. Before I put the formal resolutions I shall be glad, as far as I am able, to answer any questions regarding the report and accounts.

There being no questions the Chairman proposed, Mr. J. N. Jamison seconded, and it was carried unanimously: that the report and accounts as presented, be accepted and passed.

The Chairman said that the next business was the election of a Committee for the current year. Twelve members had signified their willingness to serve, but he would be glad to receive any further names.

No further names were put forward, so Mr. Valentine proposed, Mr. Theis seconded, and it was carried unanimously: that Messrs. F. Anderson, R. Brasier de Thoy, J. N. Jamison, H. R. Kinnear, D. Landale, W. D. Little, A. M. Marshall, C. Michelau, G. Miller, J. Stern, O. Struckmeyer and A. Wright be elected as Committee for 1908.

The Chairman then mentioned that at the last annual meeting it had been proposed from the Chair that the Secretary should be instructed to collect Tls. 20 subscription from members for the year. The subscription was really Tls. 30, but Tls. 20 had been found sufficient for requirements last year. With the members' permission he would propose a similar resolution now. Last year the reduction in subscription had not resulted in any increase of membership. This year they had already got five new members.

The Chairman then proposed, Mr. Michelau seconded, and it was carried unanimously: that the Secretary be instructed to collect Tls. 20 instead of Tls. 30 as the subscription by members in the coming year.

This concluded the business and the meeting terminated with a vote of thanks to the outgoing Committee, proposed by Mr. G. Muller, and seconded by Mr. H. R. Kinnear.

SHANGHAI RATEPAYERS' MEETING.

The annual meeting of the ratepayers of Shanghai, on March 20th, was attended by 437 ratepayers, an advance of sixteen per cent. over any previous attendance. This increase was apparently due to interest in opium regulations within the Settlement.

The Chief Justice, Sir Havilland de Saussarez, presided, and told the meeting that although the Council's Financial Statement had not been published for as long a period prior to that meeting as the Regulations called for, the proceedings of the meeting would not be invalid, if they agreed to go on without adjournment.—No adjournment was demanded.

Mr. Landale, Chairman of the Municipal Council, then explained various items of the accounts. Defence and police had been better provided for. Owing to the abolition of corporal punishment, the jail accommodation had to be increased. Within the Settlement the Health Department worked well, but its success was spoiled by neglect outside. The extension of the Settlement had helped to improve this state of things. On public music Tls. 40,000 were spent. This had been much criticised, but he thought it well spent. Public Works went on well, and this year there was large extraordinary expenditure under that head, bridges and tramways being the chief items. There was a surplus (ordinary) of Tls. 372,000, but altogether a deficit to carry forward of Tls. 202,000. Bridges had cost more than was expected, and Tls. 44,000 in excess of the appropriation had been spent on new roads.

The Rev. H. V. S. Myers said the delay in publishing the financial report was unquestionably avoidable. It was only another instance of official indifference to duty. As it was, it produced in his mind an impression of extravagance. The estimates for 1907 were generous and liberal, yet the Council had exceeded them by Tls. 67,000, and only by reductions on Police, Public Works, and the Fire Brigade had they avoided a further excess of Tls. 46,000, or Tls. 113,000 in all. This was unwarranted, and should not have been made without the sanction of the ratepayers. It seemed they did not elect servants, but masters, who ignored their desires and did as they pleased (murmurs and applause). The Secretariat had got Tls. 21,000 in excess, and yet it could not produce the statement in time. Beginning with a deficit of Tls. 13,000, the Council ended with a deficit of Tls. 203,000. What would they do next year? (Applause). The speaker concluded: Why is the stock and stores account allowed to exceed the estimate by Tls. 32,000? Were these stores so necessary that they could not wait until the ratepayers had a chance to pass upon any such item as that, after having allowed a large margin for such purchases? Another question I should like to ask is, who supplied these stores, and what percentage of profit was there upon them? It to whose pocket did the profit go. (Hisses.) I would like to add: who got the contract for the cement? I don't know, neither do I think that any man under the sun, except the Council and the man who got it, knows. (Laughter.) I would like to ask where did that Tls. 4,000 go for advertising and printing? I am quite sure that if I were running a paper and received Tls. 10,000 for advertising I would be very loath to criticize the Council. (Applause.) There is an excess of Tls. 21,000 for the Secretariat and yet we have no rule of order on the floor. Probably that is one of the items of economy on the part of the Council. Now, Mr. Chairman, Ladies and Gentlemen, we may well ask in view of these excesses whether the new Council, which is substantially the old Council, will consider that it is bound by this, or by the estimates any more than it was bound last year by the estimates, or shall we expect that at the end of the next year we shall carry forward another large debt? It seems to me that it is time for the ratepayers to instruct the Council not to exceed the estimates, but that their expenditure be kept within the proper limit and that they shall use public money as though it were public money, and that they should realize that when they are spending it, and when they are using it, they are discharging a public trust. There

is a good deal of evidence in this report of gross incompetence or gross negligence. (Applause.)

Mr. H. D. Hutchison said only Tls. 10,000 out of Tls. 32,000 voted for drains had been spent. Where was the balance? Under the heading of P. W. D. salaries?

Mr. Landale explained that the money spent on stocks and stores was an investment. They had to utilise the best opportunities for buying, ahead of actual requirement. Tenders were publicly invited and results fully published. Custom had been fairly evenly divided amongst local printers. The surplus under the heading of drains had not been spent at all. (Applause.) They would have to spend more this year.

The statement was passed.

Mr. Landale then moved that the Council have power to arrange and revise assessments at any necessary time, with the usual provisions for appealing. No drastic changes were intended, but there had been cases where the Council should have had such power.

The resolution was carried, only three or four dissenting.

Mr. Landale then moved that the number of licensed opium houses be reduced by one quarter from July 1st 1908, or earlier, as might seem advisable. They wished to keep pace with, and even be in advance of, Chinese reform without demoralizing their arrangements. Shanghai had been used as an experiment in the abolition of corporal punishment, with bad results, and without China following. They did not want China to use them in an anti-opium experiment in the same way. After the proposed reduction, they would watch China, and act accordingly with further reductions.

Mr. E. S. Little moved an amendment, that all licensed opium houses be closed on or before the end of 1909. Three of the greatest and most powerful nations in the world, representing three continents, were waiting for this decision of the Shanghai ratepayers. ("Rot!" and laughter) Cries of "Rubbish!" and more laughter, greeted a repetition of the statement. They had China's solemn pledge to abolish opium, and wonderful progress had been made. They must not lag behind. China was sincere this time. He submitted four appeals from anti-opium petitioners.

The amendment was seconded, and supported, by various missionaries and others, and lost. The original resolution being carried, many people left the meeting.

The Budget was afterwards passed, calling for Tls. 400,000, and Tls. 621,000 for extraordinary purposes, the latter indicative of the growth of the Settlement.

MACAO.

[FROM OUR CORRESPONDENT]

March 25th.

A SENSATION.

The Court yesterday issued a warrant for the arrest of certain prominent Chinese merchants, but the police have so far failed to execute the warrant. These merchants are said to be partners in some of the leading Chinese banks as well as in many of the monopolies leased by the Government. The issue of the warrants appears to be in connection with the failure of the Chinese Bank "Tay-Vo."

A PORTUGUESE MURDER CASE.

On Friday last, a police sergeant named Torres, shot a girl named Place and then shot himself in the girl's room. The murdered girl is described as of "bad reputation."

A FOG SIGNAL.

A bell has been fixed on the walls below the San Francisco Fort to be sounded in foggy weather as a warning to shipping passing at this point.

LOCAL PATRIOTISM!

A petition has been presented to the Government by some of the younger residents of the Colony asking for the formation of a military corps of Macanese, for the assistance of the garrison in case of need. But where are the men and boys to form such a corps? We haven't enough of them in Macao to make a respectable show.

COMMERCIAL.

SILK.

From Mr. F. C. Heffer's report, dated Shanghai, 18th March, 1908:—Telegrams report no change in prices in London and Lyons. Raw Silk.—The Market Book is again a blank as far as White Silk is concerned. Yellow Silks.—A small business has been done at undermentioned rates. Stocks of Yellow silks, especially Nienyangs, are very light, and further arrivals are expected to be small.

OPIUM.

HONGKONG, March 27th

Quotations are:—Allowance net to 1 catty.			
Malwa New	\$800	to	— per picul.
Malwa Old	\$880	to	— do.
Malwa Older	\$1020	to	— do.
Malwa Very Old	\$1060	to	— do.
Persian Fine Quality	\$840	to	— do.
Persian Extra Fine	\$880	to	— do.
Patna New	\$1047½	to	— per chest.
Patna Old	\$1047½	to	— do.
Bonares New	\$1047½	to	— do.
Bonares Old	\$—	to	— do.

PIECE GOODS.

Messrs. Noel, Murray & Co.'s Piece Goods Report, dated Shanghai, March 19th, 1908, states:—To most importers the past week has been an appreciably quieter one, and while clearances may be considered fair they are considerably below the average, at this season, in former years. What business has been done, and only in one or two quarters can it have amounted to any large extent owing to the paucity of available stocks in first hands, shows little or no change from last week, holders realising quietly what goods they have can be replaced on more advantageous terms. The opening of the Tientsin market has after all made no appreciable increase in the demand here, some further resales of medium weight American Goods and low count Cotton Yarns being the only evidence of an enquiry. The first direct steamers of the season for Newchwang are expected to leave early next week, the quantity of cargo they are likely to take being at present problematical. Recent private advices from Manchuria declare that the prospects for American and Manchester goods were distinctly more favourable, and that Japanese goods had only been taken in the absence of the former. This may very well be, and if so will soon be proved when the opening of the river permits the resumption of direct trade. It is reported that a considerable sum of money has come in from Szechuen for the purchase of piece goods and yarn and which may be expected to be invested shortly. Clearances so far are chiefly for the river ports and Chefoo. Ningpo seems to have had a set back and is very dull, many of the specialities in grey goods for that market hanging fire but Holders of the erstwhile favorite grey cloths for Korea are not very well pleased with the out-of, which, however, is not so bad for White Shirtings. The Manchester market is sagging all the time and importers here continue to find when they make counter offers that better terms can subsequently be obtained, which is making them act very cautiously. It appears many manufacturers have been running into stock, in the absence of demand from India, and are willing to sell at cheap prices for prompt shipment, for which reason the export figures for this month are expected to show some increase. Cotton is steadily declining in Liverpool; yesterday's closing quotation was 5.94d. for Mid-American, being two points down from the day before, when "futures" were 5.54d. A decline was taken place in Egyptian to 8½d. There is not much news of the New York market, which in the absence of enquiry, the still uncertain state of the financial situation, and the baneful influence of the presidential election, requires to be carefully watched. In the lighter weight goods business is still going through on a small scale for this. A great slump has taken place in cotton, 990 cents coming today as the quotation for July option. The yarn market is quiet, with a disposition on the part of holders to sell imported spinnings. Further business in local yarns at slightly better prices is reported. Native cotton is steady.

From Messrs. Ilbert & Co.'s weekly Report, dated Shanghai, 19th March, 1908:—Business is quieter this week; the weakness in Manchester has induced Chinese to lay down supplies of certain goods of which stocks are running short, but there is no disposition to operate on a large scale. Prices here are on so low a basis that the decline on the other side does not leave any very tempting margins, even in cases where stocks are reduced to almost vanishing point, whilst for many important classes our level of values is a long way below replacing cost. As manufacturers are said to be working at a loss there does not seem to be much room for further important reductions, unless there should be a further fall in cotton. Apparently, with the great increase in spindles and looms all over the world, the supply of cotton this season is likely to prove inadequate; under these circumstances it is not improbable that curtailment of production will be extended, until Eastern markets have had time to absorb the accumulations of stock which still hang over them. Chinese reports from the North are not very satisfactory as regards liquidation of old outstandings, but deliveries of goods are said to be going on fairly well at Tientsin on a cash basis; buyers are endeavouring to lower prices, but so far without much success, deliveries from here to date are considerably short of the normal quantity in several important staples like American goods, and as there are practically no supplies of standard goods coming forward either for this market or Tientsin direct, it is probable that stocks will be materially reduced as spring advances. Local cotton is steady, but notwithstanding absence of demand from Japan, there is no weakness apparent; a large proportion of the crop has already been sold; local yarns are steady; Indian and Japanese spinnings are not in active demand. Grey Shirtings 8½-lb.—The market has quietened down a good deal since our last report, and prices are not quite so firm. Auctions were fairly steady, 9-lb. to 11-lb.—Not very much life in the market and sellers have found it difficult in a few instances to maintain their last prices. At the auctions the lighter weights were steady, but heavy cloths were rather weaker, 12-lb. 36 in.—The feeling in the market is, if anything, slightly easier, with only a moderate demand from the consuming districts. Auctions were steady. T-Cloths and Joans.—No business reported in the former, but we hear of some transactions in Joans. A fairly steady tone ruled at auction. White Shirtings.—Dealers from the Northern and Korean markets are still taking but little interest in these goods, though a fair demand from the Yangtze is still making itself felt. The general tendency at auction was towards lower prices. Drills and Sheetings.—The market continues quiet, and sellers are rather more inclined to make small concessions here and there to tempt business. Dyed and Fancy Cottons.—Holders are still selling out old stocks freely, there being general tendency towards better prices all round. No private sales have come to our notice. At auctions prices fluctuated considerably, some advancing over two mace, and some declining to the same extent. Worsts and Woollens.—We have a quiet market to report, the only business done being in the auction goods. Spanish Stripes and Long Ells were a shade easier and Lastings and Cambots steady to firm. Cotton.—The interest for the local staple remains fairly steady, quotations all round being practically the same as those quoted last week. American Cotton on the Liverpool market has declined slowly throughout the week, yesterday's quotation according to Ruter being 5.94d. Egyptian F. G. F. has lost a further 1d. and is now quoted at 8½d., while Fine Bengal still remains at 3d. Yarn Japanese spinnings are still comparatively quiet with values rather easier. Indian and Local Yarns are practically unchanged.

MISCELLANEOUS EXPORTS

Messrs. Arnhold, Karberg & Co.'s Fortnightly Product Circular, dated Shanghai, 19th March, 1908, has the following:—Ginnuts—Stocks still Market strong. Cowhides—Home markets are weak. Sellers making concessions. Feathers—Demand continues poor. Cotton—Demand from Europe and Japan falling off. We have in consequence a weak market. Tallow—No sellers. Until supplies increase no business can result. Strawbrad—Very quiet. Demand from America entirely ceased, and Euro buyers only small, odd lots at very low prices. Wool—Sheep—The little inquiry we had from America has ceased. Home markets have again declined. No buyers. Wood Oil—A fair business. Prices unchanged. Antimony—Home markets experienced a sharp drop. Chinese sell reluctantly at present figures.

HAKKOW, 18th Mar., 1908.—The prices quoted are for the net shipping weight excluding cost of packing for export:—

	Per picul
Cowhides, Best selected	Tls. 31.25
Do. Seconds	" 27.25
Buffalo hides, Best selected	" 23.00
Goatskins, untanned, chiefly white colour	" 40.00
Buffalo Horns, average 3 lbs. each	" 9.30
White China Grass, Wuchang and/or Poohi	" —
White China Grass, Sinshan and/or Chayu	" 8.80
Green China Grass, Szechuan	" —
Jute	" —
White Vegetable Tallow, Kinchow	" 10.80
White Vegetable Tallow, Pingchew and/or Macheng	" —
White Vegetable Tallow, Mongyu	" —
Green Vegetable Tallow, Kiyu	" 12.00
Animal Tallow	" 10.30
Gallnuts, usual shape	" 15.50
Gallnuts, plum do.	" 17.50
Tobacco, Tingchow	" —
Tobacco, Wongkong	" —
Turmeric	" —
Sesamum Seed	" 6.65
Sesamum Seed Oil	" —
Wood Oil	" 8.40
Tea Oil	" —

For P. & O. steamer *Marmara*, sailed on 21st March, 1908. For Liverpool—19 cases Cigars. For Manchester—475 bales waste silk. For Gibraltar—1 case silk, 1 package lacquer ware, 1 case porcelain. Valencia—5 bales raw silk. For Milan—50 bales raw silk. For Lyons—140 bales raw silk. For Havre—5 bales tea mats and paper. For Marseilles—14 bales raw silk, 106 bales waste silk, 3 bales tea mats, 2 cases paper, 3 cases feathers, 7 cases feathers. For London—2 cases cigars, 35 bales maguey, 2,050 bales hemp, 1 case old embroideries, 200 bales waste silk, 8 cases silks, 46 bales canes, 1 case silk piece goods, 53 rolls matting, 20 bales raw silk, 26 cases effects, 5 crates household linen, 2 cases furniture, 1 case printed records, 100 cts preserved, Trieste—50 bales waste silk.

For P. & O. steamer *Manila*, sailed on 25th March, 1908. For Antwerp—100 bales Hemp, 31 bales canes. For Manchester—50 bales waste silk. For London—1 case cigars, 1,000 bales hemp, 5 cases private effects.

HONGKONG QUOTATIONS

Honkoko, 27th March, 1908.

Apricot	\$ 16 to —
Bacon	\$ 14 " 15
Cassia	\$ 20 " —
Cloves	\$ 20 " 32
Camphor	\$ 92 " 96
Cow Bazaar	\$ 160 " —
Forage Seed	\$ 10 " —
Gallanal	\$ 2 " 5
Grapes	\$ 17 " —
Kinna	\$ 18 " —
Lilac	\$ 24 " —
Minium	\$ 2 " 13
Oil Sandalwood	\$ 250 " 370
Oil Rose	\$ 50 " 140
Cassia	\$ 235 " —
Rutine	\$ 10 " —
Senna Leaves	\$ 7 " 10
Sandalwood	\$ 31 " —
Salt-petre	\$ 11 " —

SHARE REPORTS.

Messrs. J. P. Lint & Co.'s share report for the week ending 19th March, 1908, states:—The market on the whole has been quiet since our last, and there is no change of any importance to record. The T T rate on London today is 2 1/2. Banks—Hongkong and Shanghai Banks. The rate has been steady all the week at \$712½ with Exchange at 73, and at this figure a few shares have changed hands. Insurance—North-China have slightly improved and there are buyers at Tls. 81. Yangtze Insurance Association. A sale of old shares is reported at Tls. 152½. Shipping—Ind-China S. N. Co. Preference shares have been dealt in at Tls. 30 and 30½, and the deferred at Tls. 16 and 16½. Docks and Wharves—Shanghai Dock and Engineering Co. Ltd. The market opened at Tls. 80 for cash and Tls. 81 for March, and was followed shortly by sales at Tls. 80 for March, at which rate a fair number of shares were handled. We quote sellers at this figure at the close. Shanghai and Hongkew

SHIPPING.

ARRIVALS AND DEPARTURES SINCE LAST MAIL.

March— ARRIVALS.

19. Michael Jebsen, Ger. str., from Bangkok.
 19. Yoboshi Maru, Japanese str., from Moji.
 20. Benvenue, British str., from Singapore.
 20. Deucalion, British str., from Shanghai.
 20. Glenfarg, British str., from Bangkok.
 20. Hilary, German str., from Saigon.
 20. Kueichow, British str., from Tientsin.
 20. Kwanglee, Chinese str., from Shanghai.
 20. Landrat Scheiff, Ger. str., from Saigon.
 20. Locksun, German str., from Bangkok.
 20. Lowther Castle, British str., from Manila.
 20. Malta, British str., from Bombay.
 20. Marmora, British str., from Shanghai.
 20. Nerite, Dutch str., from Shanghai.
 20. Nicomedia, German str., from Portland.
 20. Pheumpeuh, British str., from Saigon.
 20. Phuyen, French str., from Saigon.
 20. Pocabontes, British str., from Manila.
 20. Prometheus, British str., from Singapore.
 20. Shantung, British str., from Java.
 20. Singan, British str., from Haiphong.
 20. Tean, British str., from Manila.
 20. Triumph, German str., from Quinhon.
 20. Yedorofu Maru, Jap. str., from Singapore.
 21. Hangsang, British str., from Shanghai.
 21. Nord, British str., from Singapore.
 21. Pera, British str., from Singapore.
 21. Yahiko Maru, Japanese str., from Moji.
 22. Amigo, German str., from Haiphong.
 22. Frithjof, Norwegian str., from Saigon.
 22. Haitan, British str., from Coast Ports.
 22. Helba, German str., from Hongay.
 22. Indrawadi, British str., from New York.
 22. Kaga Maru, Jap. str., from Seattle.
 22. Lysistrata, American yacht, from Europe.
 22. Matilda Korner, Ger. str., from Newport.
 22. Patroclus British str., from Sia Giao.
 22. Tingsang, British str., from Wulu.
 22. Yedo Maru, Jap. str., from Rangoon.
 23. Derwent, British str., from Saigon.
 23. Germania, German str., from Penang.
 23. Hongkong, French str., from Haiphong.
 23. Huichow, British str., from Tientsin.
 23. Korea, Am. str., from San Francisco.
 23. Loongsang, British str., from Manila.
 23. Omaro Maru, Jap. str., from Hongay.
 23. Shosin Maru, Jap. str., from Shanghai.
 23. Tsin-ali, Dutch str., from Shanghai.
 24. Glenfalloch, British str., from Singapore.
 24. Glenlochy, British str., from Shanghai.
 24. Hohenstaufen, Ger. str., from Yokohama.
 24. Johanne, German str., from Paktei.
 24. Keongkai, German str., from Bangkok.
 24. Lightning, British str., from C. J. G. T.
 24. Manila, British str., from Yokohama.
 24. Rubi, British str., from Manila.
 24. Sungkian, British str., from Iloilo.
 24. Tocas, British str., from Balik Pappan.
 24. Yunnan, British str., from Wulu.
 25. Clara Jebsen, German str., from Heilow.
 25. Dajin Maru, Japanese str., from Swatow.
 25. Haimun, British str., from Coast Ports.
 25. Halvard, Norwegian str., from Bangkok.
 25. Helne, German str., from Swatow.
 25. P. R. Luitpold, Ger. str., from Bremer.
 25. Tjibodas, Dutch str., from Manila.
 25. Yetshing, British str., from Wu-nu.
 26. Aldenham, British str., from Japan.
 26. Arratoon Apear, British str., from Moji.
 26. Childar, Norwegian str., from Hongay.
 26. Fausang, British str., from Saigon.
 26. Kiyo Maru, Japanese str., from Karatsu.
 26. Mandal, Norwegian str., from Saigon.
 26. Signal, German str., from Hongkong.
 26. Yesin Maru, Jap. str., from Kuchinotzu.

March— DEPARTURES.

20. Bourbon, French str., for Saigon.
 20. C. Diederichsen, Ger. str., for Haiphong.
 20. Chilli, British str., for Heilow.
 20. Deawongse, German str., for Bangkok.
 20. Fiume, German str., for Toulon.
 20. Haiching, British str., for Coast Ports.
 20. Hailan, French str., for Heilow.
 20. Hongkong M., Jap. str., for San Francisco.
 20. Kaifong, British str., for Cebu.
 20. Kwangse, British str., for Shanghai.
 20. Linsang, British str., for Singapore.
 20. Taihien, British str., for Swatow.
 20. Teneer, Br. str., for Kuchinotzu & Seattle.
 20. Yawata Maru, Japanese str., for Manila.
 20. Yuensang, British str., for Manila.

21. Benvenue, British str., for Nagasaki.
 21. Deucalion, British str., for Singapore.
 21. Helene, German str., for Swatow.
 21. Kamakura Maru, Jap. str., for Kobe.
 21. Kniesberg, German str., for K. C. Wan.
 21. Kwangtah, Chinese str., for Shanghai.
 21. Machow, German str., for Hoihow.
 21. Malta, British str., for Shanghai.
 21. Marmora, British str., for Europe, &c.
 21. Nerite, Dutch str., for Tsingtau.
 21. Paoting, British str., for Shanghai.
 21. Progress, Norwegian str., for Pulo Laut.
 21. Saint Patrick, British str., for Singapore.
 21. Tatsu Maru, Japanese str., for Shimidzu.
 21. Zafiro, British str., for Manila.
 22. Ambria, German str., for Singapore.
 22. Ceylan, French str., for Shanghai.
 22. Freya, Norwegian str., for Bangkok.
 22. Joskin Maru, Japanese str., for Swatow.
 22. Kiukiang, British str., for Ningpo.
 22. Lowther Castle, British str., for Takao.
 22. Prometheus, British str., for Shanghai.
 22. Shantung, British str., for Sourabaya.
 22. Swanley, British str., for Durban.
 22. Yoboshi Maru, Jap. str., for Singapore.
 22. Yedorofu Maru, Jap. str., for Shanghai.
 23. Dagny, Norwegian str., for Chefoo.
 23. Pera, British str., for Shanghai.
 24. Amara, British str., for Swatow.
 24. Bellerophon, British str., for Saigon.
 24. Chipashin, British str., for Tientsin.
 24. Dagmar, German str., for Bangkok.
 24. Drusar, Norwegian str., for Swatow.
 24. Haitan, British str., for Coast Ports.
 24. Indrawadi, British str., for Shanghai.
 24. Kumsang, British str., for Singapore.
 24. Patroclus, British str., for Singapore.
 24. Phuyen, French str., for Hongay.
 24. Tean, British str., for Manila.
 24. Wingsang, British str., for Shanghai.
 25. Yedo Maru, Japanese str., for Kowlung.
 25. Amigo, German str., for Hoihow.
 25. Germania, German str., for Amoy.
 25. Hohenstaufen, Ger. str., for Singapore.
 25. Japan, British str., for Shanghai.
 25. Lennox, British str., for Shanghai.
 25. Manila, British str., for Singapore.
 25. Pheumpeuh, British str., for Saigon.
 25. Shosu Maru, Japanese str., for Swatow.
 25. Singan, British str., for Hoihow.
 25. Tsoon, Chinese str., for Shanghai.
 26. Glenloch, British str., for Amoy.
 26. Glenlochy, British str., for Saigon.
 26. Haimun, British str., for Coast Ports.
 26. Hangsang, British str., for Swatow.
 26. Helene, German str., for Toulon.
 26. Hongkong, French str., for K. C. Wan.
 26. Kwangtse, Chinese str., for Shanghai.
 26. Manila, Ger. str., for Manila & Australia.
 26. Mathilda, German str., for Haiphong.
 26. P. R. Luitpold, Ger. str., for Shanghai.
 26. Sze-kuon, British str., for Shanghai.
 26. Tjimahi, Dutch str., for Batavia.
 26. Tocas, British str., for Balik Pappan.

PASSENGERS

ARRIVED

Per *Childer*, from Bangkok, Lion, Leger, Berg, Messrs. F. von Friesen and K. Fujii.
 Per *Aldrichia*, from Japan, for H. Nanking, Miss E. M. Townsend, for Melbourne, Mrs. H. L. Lyon.
 Per *Alma*, from Coast Ports, Mr and Mrs. Toeke, Miss Thorburn, Mrs. Sim-L, R. V. P. Doupis, Messrs. House and McAvay.
 Per *Manly*, from Yokohama, Mr and Mrs. L. E. Canning, Miss Willis, Messrs. Kinnaird, Smart and W. Smart.
 Per *P. R. Luitpold*, for Hongkong, from Southampton, Mrs. Paul, Messrs. Cissi Piquet and Geo. B. Freeman, from Geneva, Mr and Mrs. C. H. Hale, Mr and Mrs. J. S. Wacker, Capt. Dixon, Capt. J. Hansen, Missionary J. T. Tolson, Missionary G. Gossyn, Missionary E. Gossyn, Messrs. Otto Wagner, Louis Poppet, Anton Mayer, B. Schmitz, Dr. B. Bodd and Hermann Kleinert, from Naples, Mr and Mrs. Sam. W. Brown, from Colombia, Capt. and Mrs. H. Steinberg, and Mr. Old, from Pausang, Miss A. Temming, from Singapore, Mr and Mrs. M. Polter, Mr and Mrs. J. Eckton, Dr. and Mrs. Hinze, Dr. and Mrs. Li dner, Mrs. and Miss Hewitt, Dr. Mod. W. gaert, Dr. and Mrs. Frank, Major E. H. James, Misses Fontaine and servant, Davis, Dr. and servant, J. C. Wildbore and servant, Luthringhans, A. H. Hansen, F. J. Parkin, R. Melbore and Auten Scala.

1. Per *Rubi*, from Manila, Mr and Mrs Sternfield, Mrs. C. J. Brown, Mrs. Pask, Mrs. Loupier, Mary Louise, Miss B. Edwards, Rev. F. de la Bands, Capt. G. A. Helford, Capt. G. S. Holmes, Dr. C. H. Fearn, Dr. Paul C. Frier, F. M. O. S. and Mr. Jacobs, Meers, M. Waetker, L. D. Hargis, R. D. Blanchard, P. M. Cook, W. Wurster, V. Badioelli, Logan, J. C. Hens, Biagusch, R. Landtmeter, H. M. Watkins, W. K. Peasley, G. W. Phillips, Walter Fierz, P. H. Beaumont and J. Y. Vouch, Jr.
 Per *Korea*, from San Francisco via Porta, Mr and Mrs. W. J. Dickie, 3 children and maid, Mr and Mrs. D. M. Erwin, Mr and Mrs. L. T. Gibbons, Mr and Mrs. F. M. Miller, Mr and Mrs. C. F. Michaels, Mr and Mrs. Geo. E. Wolf, Mrs. H. O. Beatty, Mrs. Paul Freen, Mrs. L. T. Garrison, Mrs. H. B. Rogers, Mrs. E. F. Woodward, Mrs. B. F. McGuire, Mrs. J. C. Garrett, Mrs. J. B. Fearn, Misses Lora Kirk, Warren Mills, Miller, Elizabeth Parkes, Best Woodward, Irma Woodward, L. G. McVean, J. T. Goodrich and M. Joseph, Dr. Barker Beeson, Dr. W. A. McVean, Messrs. Frank Davey, C. C. Donovan, J. S. Goddell, F. A. Hollabaugh, J. S. Harrison, W. D. Hazleton, F. P. Hooper, M. P. Lawrence, J. B. Manning, D. E. Newell, C. E. Nathorst, Luther Parker, Wm. Parker, N. F. Payne, F. G. Repide, H. Soville, C. E. Waggoner, C. C. Beach, L. W. Blumenthal, T. E. Taylor, O. Kirmse, W. E. Hull, H. W. Birdseye, M. Sykes, H. W. Johnson, S. W. Wolff, N. C. Home and servant.

DEPARTED

Per *Ceylan*, for Shanghai, Rev. P. Robert, and Mr. R. C. Dodd; for Kobe, Mr and Mrs. Thonroude, Mr and Mrs. Laidley, Mr and Mrs. C. W. Sutton, Mr and Mrs. Wells, Miss Wells, Capt. H. D. White, Meers, Maharan Kumar Chach Behar, F. Flintini, J. Gupta and Sano.

Per *Zafiro*, for Manila, Mr and Mrs. H. D. Corey, Mr and Mrs. F. Upjohn, Mr and Mrs. Ault, Mr. and Mrs. Master Parri, Mrs. E. K. Sibley, Misses M. L. Clark, E. Maepherson and V. Castillo, Capt. A. Atkins Higgins, Col. A. Tybrand, Messrs. Wm. A. Sandhimer, J. van Houe, H. E. Partridge, T. E. Sutton, J. Johnston, L. Dionicio, R. Caral, F. D. West, F. Garcia, Gilbert Potter, J. B. Lord, F. Hagan and W. B. Patingall.

Per *P. R. Luitpold*, for Shanghai, Mrs and Miss Fontaine, Mrs. Hunter, Messrs. H. P. King, Hume, H. Schumacher, H. Tratsch, David, F. A. Chopard, Medhurst Lanning, A. C. Phillips, Lawrence, D. H. Murray, Mohamed, T. Mansfield, Papadopolis, Maj. res., Schrader, G. Anastasios and party; for Nagasaki, Mr and Mrs. Kusimoto, Mrs. Chihole, Miss Kominu, and Major Invuy; for Kobe, Mr and Mrs. Cram, Messrs. E. Pasquier, de la Roche, Foucauld, Bandonen, Leger, Higgins and S. Sakai; for Mr and Mrs. S. A. Roberts, Mr and Mrs. G. Major, Mr and Mrs. Jacobs, Mrs. C. J. Brown, Baron G. A. Klingspor, Meers, V. Robinson, R. F. Lamb, H. H. Aldridge, N. Dahlgaard, T. G. Brown and H. A. Cartwright.

Per *Hongkong Maru*, for San Francisco, &c., Mr and Mrs. F. J. Hunter, Mr and Mrs. S. Myers, Mr and Mrs. Geo. Seidel, Mr and Mrs. J. H. Baker, Mr and Mrs. T. Sanders, Mr and Mrs. F. S. Messey, Dr. and Mrs. H. C. Wilson, Dr. and Mrs. I. C. Clin, Dr. and Mrs. R. G. Ebert, Mrs and Miss D'nelly, Mrs. E. G. Scott and companion, Mrs. A. H. Wright, Mrs. M. A. Crossley, Mrs. W. H. Bean, Mrs. P. E. Sargent, Mrs. W. A. Shepard, Misses Clayton, Dewey, Merril, E. Syfers, Ada Steele, Davidson, E. Roycroft, Wood, J. C. Huff, M. Huff, Wood, Al Wood, McKeaver, T. L. McKeaver, Townsend and Angus H. Davies, Bishop Oldham, Bishop Robinson, Dr. J. Hawk, Master Philip, Bishop Robinson, Dr. E. Sargent, Messrs. L. E. Pope, F. H. Staples, Chas. B. Baker, A. H. Keeney, Wm. A. Everett, N. W. North, E. L. Baker, C. O. Foster, R. S. Whitten, P. P. Hall, B. H. Bishop, F. W. Anthony, R. F. Fornis, A. A. Harper, T. D. Healy, R. L. Perrin, E. Luders, R. L. Keeney, Wm. McMillagh, J. Grimes, Jr., S. N. Ayers, F. W. Evans, F. Fether, Wm. Day, F. C. McDonald, D. G. McLaughlin, O. Staden, J. G. Hanning, J. N. Anderson, D. R. Williams and daughter, and Mr and Mrs. W. F. Jacobson.

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